

FARGO CITY COMMISSION AGENDA
Monday, October 5, 2020 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at www.FargoND.gov/streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/citycommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 21, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Relating to Junk Automobiles.
- 2. 2nd reading and final adoption of the following Ordinances; 1st reading, 9/21/20:
 - a. Relating to Penalty.
 - b. Relating to Central Business District.
- 3. Resolution Approving Occupational License Fees and Reinstatement Fees-Auditor's Office.
- 4. Site Authorizations for Games of Chance:
 - a. Team Makers Club, Inc. at Big Erv's at Rose Creek (amended).
 - b. Metro Sports Foundation at Mexican Village.
- 5. Application for Games of Chance:
 - a. Ronald McDonald House Charities of the Red River Valley for a raffle on 12/11/20.
 - b. FM Raise Your Spirits Inc. for a raffle and raffle board on 10/9/20.
 - c. Jeremiah Program Fargo Moorhead for a raffle on 10/30/20.
 - d. Fargo Angels Hockey for a raffle on 12/15/20.
 - e. Fargo Youth Hockey Association for a raffle on 2/4/21.
- 6. Bid award for Janitorial Services at the Fargo Police Department (RFP20121).
- 7. Change Order No. 3 for an increase of \$29,648.84 for Project No. TM-19-B1.
- 8. Contract Amendment No. 1 with Houston Engineering in the amount of \$20,000.00 for Project No. FP-19-A0.
- 9. Contract Amendment No. 4 with Moore Engineering in the amount of \$143,000.00 for design and \$730,840.00 for construction administration for Project No. FM-16-A0.
- 10. Memorandum of Understanding Regarding Cass County Highway 81 with Cass County.
- 11. Acknowledgement and Consent to Collateral Assignment of Development Agreement with Ryan Fargo, LLC.

12. Amended and Restated Encroachment Agreement (Adjacent to Block Nine Plaza) with Block 9 Partners LLC.
13. Third Amendment to Service and Usage Agreement with Patron Solutions, LP d/b/a New Era Tickets (Paciolan).
14. Independent Auditor's Report and the City's Comprehensive Annual Financial Report for the year ending 12/31/19.
15. Notice of Grant Award from the USDA and ND Department of Health for WIC (CFDA #10.557).
16. Notice of Grant Award from the ND Department of Health and Human Services for cancer and obesity prevention in childcare (CFDA #93-898).
17. Notice of Grant Award with the ND Department of Health for regional public health network implementation (CFDA #93.991).
18. Benefit renewals, as presented, effective 1/1/21.
19. Resolution Approving Plat of 2750 Main Addition.
20. Order for Supplies or Service with the 119th Wing, North Dakota Air National Guard, as presented.
21. Sole Source Procurement with EnviroTech Services, Inc. for Ice Slicer granular ice melt (SSP20152).
22. Extension of the Agreement between Owner and Engineer for Professional Services with KLJ, Inc. for two additional years (RFP19127).
23. Bid awards for the following:
 - a. rental of one wheel loader at the FARGODOME.
 - b. rental of one winter dozer and rental of three wheel loaders.
24. Reject the bids for the VW Mitigation City Hall Charging Station Project and rebid in 2021.
25. Advertisement of an RFQ to select Professional Engineering Services for the Enterprise Utilities for the next 5 years.
26. Change Orders for the GTC Improvement Project:
 - a. No. 3 for an increase of \$623.00 for the mechanical contract.
 - b. No. 3 for a decrease of \$36.18 for the electrical contract.
 - c. No. 3 for an increase of \$5,420.00 for the general contract.
27. Resolution of Support MATBUS Transit Authority Study.
28. Change Order No. 2 for an increase of \$10,475.35 for Project No. WA1862.
29. Change Order No. 2 for an increase of \$9,550.00 for Project No. WA1906.
30. Change Order No. 3 for an increase of \$47,300.00 for Project No. WA1906.

31. Sole source Procurement with JDP Electric, Inc. in the amount of \$95,000.00 for miscellaneous water utility projects (SSP20155).
32. Sole Source Procurement with Electric Pump in the amount of \$60,000.00 for parts to repair three sludge pumps (SSP20154).
33. Sole Source Procurement with Trillium Floway in the amount of \$647,800.00 for four Red River Pump Station pumps (SSP20156).
34. Contract and bond for Project No. HD-19-A1.
35. Bills.
36. Cost Participation, Construction and Maintenance Agreement with the NDDOT for Improvement District No. BN-21-A1.
37. Bid award for Improvement District No. BN-20-L1.

REGULAR AGENDA:

38. Introduction and swearing in of Police Chief David Zibolski.
39. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. Hearing on a dangerous building located at 703 12th Street North.
 - b. Cedar Crest First Addition (3361 Westrac Drive); approval recommended by the Planning Commission on 9/1/20:
 1. Zoning Change from GC, General Commercial to GC, General Commercial with a PUD, Planned Unit Development Overlay.
 2. 1st reading of rezoning Ordinance.
 3. Planned Unit Development Master Land Use Plan.
 - c. Madelyn's Meadows Third Addition (2613, 2639, 2667, 2689, 2697, 2707, 2729, 2751, 2769, 2791, 2801, 2815, 2827, 2845, 2863, 2875, 2891, 2951 72nd Avenue South, and 7203 and 7231 30th Street South); approval recommended by the Planning Commission on 7/8/20:
 1. Zoning Change from SR-4, Single-Dwelling Residential and P/I, Public and Institutional to SR-4, Single-Dwelling Residential, P/I, Public and Institutional, and MR-1, Multi-Dwelling Residential.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Madelyn's Meadows Third Addition.
 - d. Application filed by Aldevron, Inc. for a payment in lieu of tax exemption (PILOT) for a project located at 3001 University Drive South, which the applicant will use in the operation of remodeling an existing facility, plus a new addition, for research and development of biotechnologies and manufacturing of therapeutic products.
 - e. CONTINUED to 10/19/20 - Special Assessment List for Business Improvement District (BID) fees.
 - f. Special Assessments for 2019 New Construction City Ordered Sidewalks (Project No. SN-19-A).

- g. Special Assessments for 2019 Reconstruction of City Ordered Sidewalks (Project No. SR-19-A).
- h. Special Assessment list for the following Improvement Districts, all having been approved by the Special Assessment Commission on 9/2/20:
 - 1. P.C. Concrete Alley Paving and Incidentals Improvement District No. AN-19-G.
 - 2. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals Improvement District No. BN-17-B.
 - 3. Sanitary Sewer, Water Main, Storm Sewer, Paving and Incidentals Improvement District No. BN-18-F.
 - 4. Paving, Water Main, Storm Sewer, Street Lights, Sidewalk and Incidentals Improvement District No. BN-19-A.
 - 5. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals Improvement District No. BN-19-B.
 - 6. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals Improvement District No. BN-19-C.
 - 7. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals Improvement District No. BN-19-E.
 - 8. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals Improvement District No. BN-19-F.
 - 9. Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals Improvement District No. BN-19-J.
 - 10. Paving, Sanitary Sewer, Water Main, Storm Sewer, Street Lights and Incidentals Improvement District No. BR-18-A.
 - 11. Paving, Sanitary Sewer, Water Main, Storm Sewer, Street Lights and Incidentals Improvement District No. BR-18-B.
 - 12. Water Main Replacement, Street Reconstruction and Incidentals Improvement District No. BR-18-F.
 - 13. Water Main Replacement, Street Reconstruction and Incidentals Improvement District No. BR-18-G.
 - 14. Drain Improvements and Incidentals Improvement District No. DN-18-A.
 - 15. Flood Mitigation and Incidentals Improvement District No. FM-14-84.
 - 16. Levy and Pond Construction and Incidentals Improvement District No. FM-17-C.
 - 17. Storm Sewer Lift Station, Retention and Trunk Storm and Incidentals Improvement District No. NN-15-B.
 - 18. Storm Sewer Lift Station and Retention Pond and Incidentals Improvement District No. NN-17-A.
 - 19. Storm Sewer Lift Station and Incidentals Improvement District No. NN-18-A.
 - 20. Broadway Interceptor and Incidentals Improvement District No. NR-17-B.
 - 21. Storm Sewer Lift Station and Incidentals Improvement District No. NR-18-A.
 - 22. Concrete Paving, Concrete Curb and Gutter, Asphalt Paving and Incidentals Improvement District No. PN-18-B.
 - 23. Concrete Paving and Incidentals Improvement District No. PN-18-C.
 - 24. Seal Coat and Incidentals Improvement District No. PR-19-E.
 - 25. Mill and Overlay and Incidentals Improvement District No. PR-19-F.
 - 26. Mill and Overlay and Incidentals Improvement District No. PR-19-G.
 - 27. Street Lighting and Incidentals Improvement District No. SL-17-B.
 - 28. Street Lighting and Incidentals Improvement District No. SL-19-B.
 - 29. Street Lighting and Incidentals Improvement District No. SL-19-E.

30. Traffic Signal Improvements and Incidentals Improvement District No. TN-19-A.
31. Sanitary Sewer, Water Main, Storm Sewer and Incidentals Improvement District No. UN-18-C.
40. TABLE to 10/19/20 - Recommendation for approval of the 76th Avenue South Corridor Study; tabled from the 9/21/20 Regular Meeting.
41. Resolution Directing the Issuance of \$[PAR] Refunding Improvement Bonds, Series 2020B and Prescribing the Terms and Covenants Therefor and Resolution Directing the Issuance of Taxable Refunding Improvement Refunding Bonds, Series 2020C, Prescribing the Terms and Covenants Thereof, and Creating a Fund for the Payment Thereof.
42. Recommendation to direct staff to prepare a Renewal Plan and TIF District for the area in the Downtown adjacent to the Red River.
43. Consideration of Mask Ordinances:
 - a. Receive and file an Ordinance Relating to Face Coverings and Social Distancing to Reduce Risk of Transmission of COVID-19 Virus (without penalties).
 - b. Receive and file an Ordinance Relating to Face Coverings and Social Distancing to Reduce Risk of Transmission of COVID-19 Virus (with penalties)
44. Applications for property tax exemptions for improvements made to buildings:
 - a. Harry A. Ohrt RLT, 2812 27th Street South (3 year).
 - b. Muriel and Joseph Richardson, 2816 27th Street South (3 year).
 - c. Kamie Beeson, 1625 29th Avenue South (3 year).
 - d. Curtis and Peggy Christopherson, 3114 Bohnet Boulevard North (5 year).
45. Flood Project and Acquisition Updates.
 - a. Recommendation for alignments in the Oak Grove neighborhood (Project No. FM-19-F).
46. **RESIDENT COMMENTS (each Fargo resident will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments).**

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/citycommission.



Inspections Office



Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561
Fax: 701.476.6779
www.FargoND.gov

Memorandum

DATE: October 1, 2020
TO: Mayor Mahoney and Board of City Commissioners
FROM: Bruce Taralson, Inspections Director
SUBJECT: Dangerous Building Notice and Order at 703 12 Street N., Fargo, ND

The property owner of 703 12 Street N., Fargo, ND, has failed to comply with my order to obtain a permit to repair or demolish the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, a hearing date has been set for October 5, 2020 for this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is to **designate this building to be a dangerous building, direct the City Attorney to prepare findings of fact in this matter, and order its removal before November 30, 2020. Please direct the appropriate staff to secure the removal of this building at that time, should the owner fail to do so.**



Inspections Office

Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561
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DANGEROUS BUILDING ORDER TO COMMISSION- Detail and Timeline regarding 703 12 Street N., Fargo, ND.

The hearing scheduled for October 5, 2020, is required under Article 21-0405 for the purpose of allowing any interested parties the opportunity to comment, and to allow the Owner of the said property the opportunity to appear and show cause why the City of Fargo should not cause the removal of this building.

The Inspections Department is requesting that the City Commission deem this building as a Dangerous Building and order the demolition of the building due to the extent of damage found. This building meets 8 of the 10 criteria found in the ordinance which only one might be required. Our report on ordinance requirements is as follows:

1. The Inspections Department received a notice regarding the condition of the property.
2. The Inspections Department inspected the property.
3. The Inspections Department placarded building as a Dangerous Building.
4. The Inspections Department provided Dangerous Building notice to Owner allowing 30 days to obtain permit or demolish structure.
5. The Inspections Department is reporting to City Commission today.

In your packets, you will find the Dangerous Building Notice. Article 21-0404 requires the Inspections Department give a 30-day notice to the Owner of the property prior to any action by the City Commission or staff. Our timeline shows the building was placarded on August 5, 2020 and the Dangerous Building Order posted on August 24, 2020; The Owner did not take action as required by the notice. A 30-day deadline was issued to either obtain a permit to repair the structure or demolish the structure, which expired on September 23, 2020.

Also in your packets, you will find copies of the photos taken of the property as well as a copy of the letter of determination of value from Assessors office. Article 21-0401 stipulates that if this building meets the definition of a dangerous building, it must be demolished or repaired. The assessor's letter states that repairs will exceed or are in excess of 50% of the current value. Article 21-0402 stipulates that if costs to repair the building exceed 50% or more of the current value, the building can be ordered demolished or repaired. We have taken the path of demolition due to the amount of repair the building requires to be habitable.

PROPERTY INFORMATION- Building is currently vacant and is uninhabitable due to condition and current Inspections order. Deterioration is extensive. Building constructed in 1920.

Description: Single-story, wood-framed structure.

Description of damage:

- Fire damage to front of house.
- Multiple windows are broken, some are boarded up.
- Front and side entry were unsecure.
- Graffiti.
- East addition roof has a large sag with missing shingles.
- Fascia/Soffit has rotten/missing areas.
- Electrical service is disconnected.
- Front steps are not code compliant.

Timeline of events:

9/21/2000: Building was determined to be substandard and ordered repaired.

7/24/2003: Vehicle removal notice – 1 1979 Ford , 1 Black Pickup (No license plate).

3/31/2004: Junk Removal Notice – Junk in Yard.

2006: Building was damaged due to fire and ordered repaired – did not exceed 50% damage.

5/23/2007: Inspections received complaint – “Poor Upkeep”

10/8/2007: Inspections received complaint – “Unfinished Siding”

1/6/2012: Inspections received complaint – “Junk car, piles of garbage, broken window”

11/7/2012: Vehicle removal notice – 1 1998 Red Chrysler.

8/11/2015: Junk removal notice – accumulation of junk in yard and on open utility trailer. Junk carpeting on front steps.

7/27/2020: Inspections Department was notified of a fire that was reported on 7/25/2020. Building was inspected.

7/27/2020: Xcel Energy pulled electric meter during inspection.

8/5/2020: Building was placarded. Structure was unsecure.

8/12/2020: Deputy Assessor, James Haley, deemed that the cost to cure the deterioration exceeds 50% of the most recent certified True & Full Improvement Value.

8/24/2020: Dangerous Building Notice was posted on structure and mailed to Owner via registered mail. Squatters were present during posting. Police were notified immediately.

8/31/2020: Structure was secured by contractor.

9/21/2020: Inspections requested Dangerous Building *Order to Show Cause* Hearing to be scheduled for October 5, 2020.

9/22/2020: Notice of Hearing posted on building and mailed to Owner via registered mail.

9/23/2020: The deadline expired to either obtain a permit to repair or demolish the structure as required by the Dangerous Building Notice.

9/29/2020: As per Water Department, water has been shut off since November 2019.

9/30/2020: As per Xcel Energy, gas meter is still present, last use was May of 2018.

10/5/2020: Dangerous Building Hearing.

10/15/2020: Anticipated issuance of *Findings of Fact* document.

10/29/2020: Deadline to appeal to District Court.

11/30/2020: Deadline for Owner to demolish or City of Fargo to proceed with action on City Commissions recommendation to demolition.

Please note, this timeline does not include complaints received by other departments or a total calculation of overall staff time spent on this property.

Upon your finding for Owner to comply with this demolition order, you are required by Article 21-0405.C,D&E, to notify the Owner of your determination, and that if the Owner fails to comply with that order for demolition within 10 days, The City Commission can order city staff to take action on demolition and assess costs back to the property.

I suggest you agree with my notice and find this to be a dangerous building, and direct the City Attorney to prepare findings of fact in this matter. I also ask that you direct staff to proceed with all necessary measures to secure removal of this building should the Owner fail to do so. Article 21-0412 allows for Owner appeal to City Commission action to District Court, which requires a \$500 deposit with the City Auditor.

Respectfully submitted,
Dated this 1st day of October, 2020.

A handwritten signature in blue ink, appearing to read "Bruce Taralson", with a stylized flourish at the end.

Bruce Taralson
Inspections Director

Fargo Inspections
City of Fargo
225 Fourth Street North
Fargo, North Dakota 58102
Phone: 701-241-1561
Fax: 701-476-6779



Notice of Dangerous Building Hearing – Order to Show Cause

Date: September 22, 2020

Location: 703 12 Street N., Fargo, ND 58102

Property Owner: James Pete Sabo Et Al

Address of Property Owner: 1221 9 Avenue N., Fargo, ND 58102-3569

Inspector: Bill Thompson

Date of Posting: September 22, 2020

Ordinance 21-0405 of the Fargo Municipal Code states:

The board of city commissioners shall:

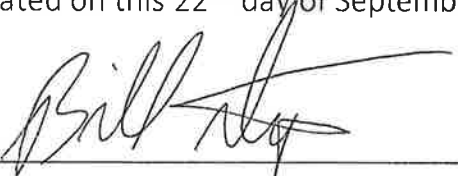
A. Upon receipt of a report of the building inspector as provided for in § 21-0404, subsection (F), give written notice to the owner, occupant, mortgagee, lessee and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass to appear before it on the date specified in the notice to show cause why the building or structure reported to be a "dangerous building" should not be repaired, vacated, or demolished in accordance with the statement of particulars set forth in the building inspector(s) notice provided for herein in § 21-0404, subsection (E).

B. Hold a hearing and hear such testimony as the building inspector or the owner, occupant, mortgagee, lessee or any other person having an interest in said building as shown by the records of the register of deeds of the county of Cass shall offer relative to the "dangerous building."

A public hearing regarding the dangerous building located at 703 12 Street N., Fargo, ND has been scheduled for Monday, October 5, 2020 at 5:00PM. The hearing will take place in the City Commission Chambers, located at 225 4th Street N., Fargo, ND 58102.

Any interested person or party is encouraged to attend, and any interested party will be given a chance to speak during the meeting. Please be aware that due to the Covid-19 pandemic, there are restrictions to the number of attendees allowed into the meeting space. Please arrive early to ensure a seat in the chambers, and please consider wearing a mask to help prevent the spread of Covid-19.

Dated on this 22nd day of September, 2020.

A handwritten signature in black ink, appearing to read "Bill Thompson", written over a horizontal line.

Bill Thompson
Building Inspector

A handwritten signature in black ink, appearing to read "Christine Rose", written over a horizontal line.

Christine Rose
Assistant Director

AFFIDAVIT OF SERVICE

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Posting of *Order to Show Cause* Hearing Notice – 703 12 Street N., Fargo, ND 58102

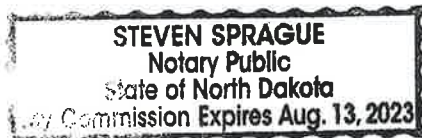
Bill Thompson, being first duly sworn and being of legal age, deposes and says that on the 22nd day of September 2020, he posted the attached *Order to Show Cause* Hearing Notice upon the following address:

703 12 Street North
Fargo, ND 58102



Bill Thompson

Subscribed and sworn to before me this 22nd day of September, 2020.



Notary Public
Cass County, North Dakota

(SEAL)

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Notice of Order to Show Cause Hearing – 703 12 Street N., Fargo, ND 58102
CM Receipt#: 7018 3090 0000 3038 4042

Gretchen Morlan, being first duly sworn and being of legal age, deposes and says that on the 22nd day of September, 2020, she served the attached notice, upon James Pete Sabo Et Al, by placing true and correct copies thereof in an envelope addressed as follows:


James Pete Sabo Et Al
1221 9 Avenue North
Fargo, ND 58102

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.


Gretchen Morlan

Subscribed and sworn to before me this 22nd day of September, 2020.




Notary Public
Cass County, North Dakota

(SEAL)



ASSESSOR'S OFFICE

Fargo City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1340 | Fax: 701.241.1339
www.FargoND.gov

MEMORANDUM:

DATE: 08/13/2020
TO: Bruce Taralson, Inspections Administrator
FROM: James Haley, Deputy Assessor
SUBJECT: 703 12 St N

On August 12, 2020, I viewed the exterior of 703 12 St N.

My calculations indicate that the cost to cure the deterioration of the subject building exceeds 50% of the most recent certified True & Full Improvement Value.

Fargo Inspections

City of Fargo
225 4th Street North
701-241-1561
701-476-6779 fax



NOTICE OF DANGEROUS BUILDING

TO: James Pete Sabo Et Al
1221 9 AVE N
Fargo, ND 58102-3569

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.

2. That the building with which this Notice is concerned is commonly known as 703 12 St N, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Harwoods Addition, Block 6, Lot S 45 Ft of N 91 Ft OF 1

(hereinafter referred to as "the building")

3. That an inspection was made of the building on July 27, 2020 by Bill Thompson, Building Inspector, and on August 12, 2020 by James Haley, Deputy Assessor, of the City of Fargo.

4. That the building inspector for the Fargo Municipal Code, Article 21-04, Dangerous Buildings and IPMC Code 108.1.5 concerning Dangerous Structures.

5. This building has been found to be a dangerous building by the building inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.

6. That the owner of the building must demolish the building within 30 (thirty) days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

A. Deputy Assessor of the City of Fargo has deemed that the building has been damaged or deteriorated to the extent of more than fifty (50) percent of its original value prior to the damage or deterioration. Source: Fargo Municipal Code, Article 21-0402 concerning Dangerous Buildings.

8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and Section 116 of the International Building Code as adopted by Article 21-0101 of the Fargo Municipal Code.

9. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.

10. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 108.2 of the International Property Maintenance Code, 2018 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 24th day of August, 2020.

11. Order to secure building. The undersigned building official has determined that the building must be secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance by no later than Monday, August 31, 2020. **An inspector will verify compliance.** Failure to secure the building will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

12. Application for Appeal. Section 111.1 of the International Property Maintenance Code states that any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Dated this 24th day of August, 2020.

Conditions Found Statement

On 7/27/2020, Building Inspector, Bill Thompson, was present at 703 12 St N, Fargo, ND to address a complaint inspection. The following violations were found:

- Fire damage to front of house.
- Multiple windows are broken, some are boarded up.
- Front and side entry are unsecure.
- Graffiti.
- East addition roof has a large sag with missing shingles.
- Fascia/Soffit has a rotten/missing areas.
- Electrical service is disconnected.
- Front steps are not code compliant.

The following action must be taken:

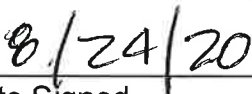
- Provide full engineering on all systems and structure to obtain a permit. The structure must be repaired according to the permit and within a timely manner.
- Or, the structure must be demolished within 30 days of this notice as noted on page one of this document.



Bill Thompson
Building Inspector
City of Fargo, ND



Bruce Taralson
Inspections Director



Date Signed

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Dangerous Building Notice regarding 703 12 Street N, Fargo, ND 58102

CM Receipt#: 1018 3090 0000 3038 3977

Gretchen Morlan, being first duly sworn and being of legal age, deposes and says that on the 24th day of August, 2020, she served the attached notice, upon James Pete Sabo Et Al, by placing true and correct copies thereof in an envelope addressed as follows:

James Pete Sabo Et Al
1211 9 Avenue N.
Fargo, ND 58102-3569

and deposited the same, with postage prepaid, in the United States mail at Fargo, North Dakota, Certified Mail.


Gretchen Morlan

Subscribed and sworn to before me this 24th day of August, 2020.




Notary Public
Cass County, North Dakota

AFFIDAVIT OF SERVICE

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

Re: Posting of Dangerous Building – 703 12 Street N. Fargo, ND 58102

Bill Thompson, being first duly sworn and being of legal age, deposes and says that on the 24th day of August 2020, he posted the attached Notice of Dangerous Building upon the following address:

703 12 Street N.
Fargo, ND 58102

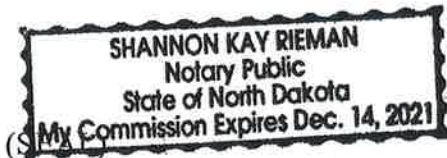


Bill Thompson

Subscribed and sworn to before me this 24th day of August, 2020.



Notary Public
Cass County, North Dakota





703 12 Street N., Fargo, ND 58102—7/27/2020







703 12 Street N., Fargo, ND 58102—7/27/2020



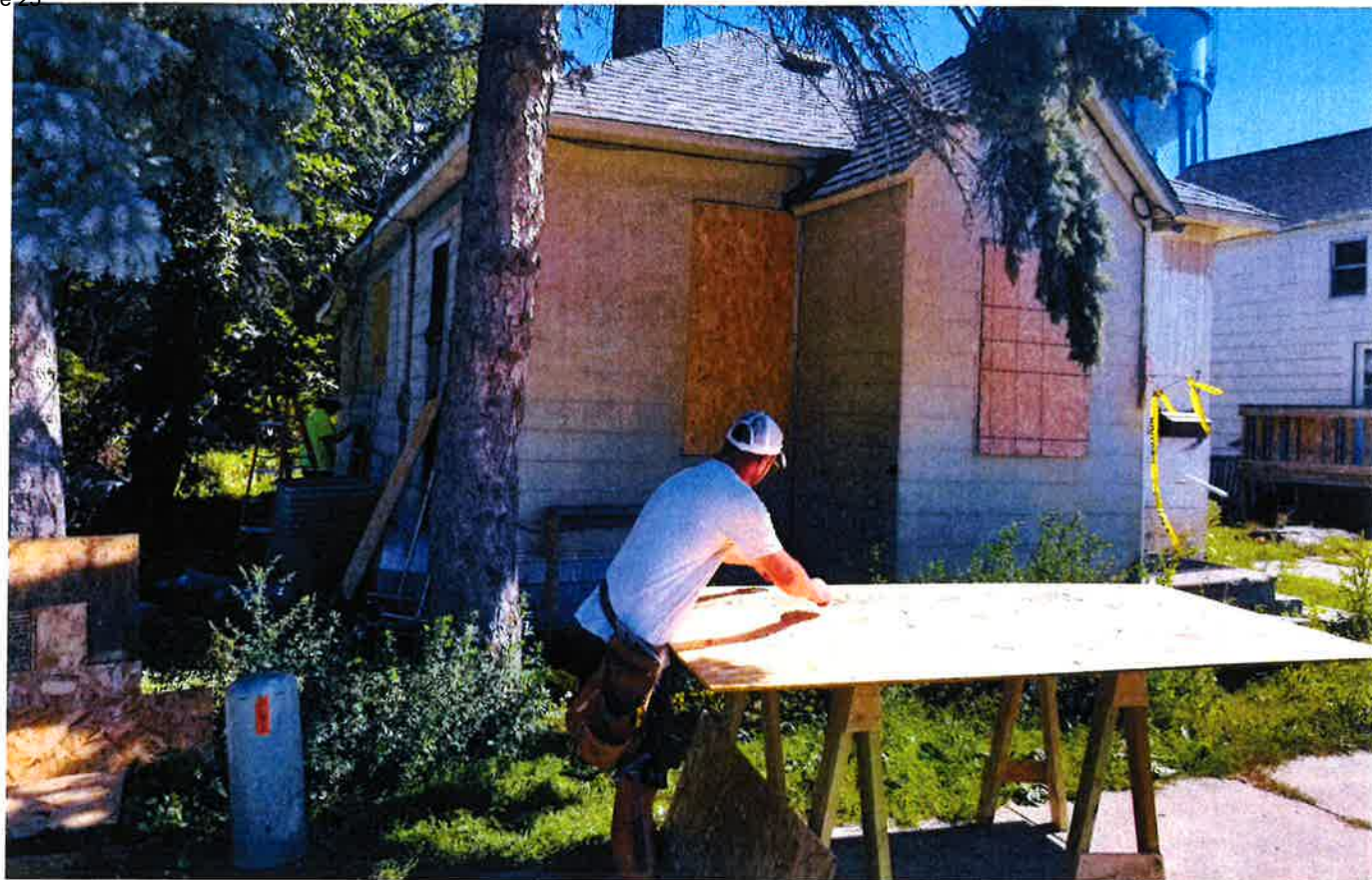
703 12 Street N., Fargo, ND 58102—8/5/2020



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703 12 Street N., Fargo, ND 58102—8/24/2020





703 12 Street N., Fargo, ND 58102—8/31/2020

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City of Fargo Staff Report			
Title:	Cedar Crest First Addition	Date:	10/1/2020
Location:	3361 Westrac Drive South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 1, Block 1, Cedar Crest First Addition		
Owner(s)/Applicant:	Prairie Ridge 4 LLLP / Nate Vollmuth—Goldmark	Engineer:	None
Entitlements Requested:	Zoning Change (From GC, General Commercial to GC, General Commercial with a planned unit development (PUD) overlay) and a PUD Master Land Use Plan		
Status:	City Commission Public Hearing: October 5, 2020		

Existing	Proposed
Land Use: Undeveloped	Land Use: Affordable Independent Senior Living Facility with Support Services
Zoning: GC, General Commercial	Zoning: GC, General Commercial with a PUD, Planned Unit Development Overlay
Uses Allowed: GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.	Uses Allowed: GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events. Plus “household living” as requested by the PUD
Maximum Lot Coverage Allowed: 85% of lot area.	Maximum Lot Coverage Allowed: 85% of lot area.

Proposal:
<p>The applicant requests approval of two entitlements:</p> <ol style="list-style-type: none"> 1. A zoning change from GC, General Commercial to GC, General Commercial with a PUD, Planned Unit Development Overlay; and 2. PUD Master Land Use Plan within the boundaries of the proposed Lot 1, Block 1, Cedar Crest First Addition <p>No replatting of the property is proposed.</p> <p>This project was reviewed by the City’s Planning and Development, Engineering, Public Works, and Fire Departments (“staff”), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: AG, Agricultural; undeveloped. • East: AG, Agricultural; undeveloped • South: Across Westrac Drive South; GC, General Commercial with commercial uses • West: across 34th Street South; LI, Limited Industrial with industrial uses

Area Plans:

This subject property is not covered by an adopted growth plan or neighborhood plan.

Schools and Parks:

Schools: The subject property is located within the Fargo School District and is served by Jefferson Elementary, Carl Ben Eielson Middle, and South High schools.

Parks: Metro Rec Center (3110 Main Avenue) is located approximately 0.60 of a mile from the subject property, and offers the amenities of archery; batting cage; horseshoes; rentals; soccer

Neighborhood: The subject property is located within the Westrac neighborhood.

Pedestrian / Bicycle: There are on-street bike paths both eastbound and westbound on Westrac Drive that are a component of the metro area bikeways system.

Staff Analysis:**PROJECT DESCRIPTION**

The applicant describes the proposed land use as an “affordable Independent Senior Living Facility with Support Services” and proposes a multi-dwelling building designed to serve a 55-years-old and older low-income households. This building would have 120 units, with both one-bedroom and two-bedroom units. Construction of the building is funded through a variety of state and federally funded financial resources as well as conventional financing.

This PUD is different from many recent PUD’s as this project needs few modifications to the actual development standards of the GC zone or the general development standards stated in the LDC. A chart of the proposed PUD modifications is below.

	Current LDC development standards for GC, General Commercial	<i>PUD modifications to General Commercial development standards</i>
Allowed Uses	colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.	Household Living
Residential Density	N/A	38 Units per Acre
Parking-Residential—Multi-dwelling	2.25 spaces per unit	1.25 Spaces per Unit

The applicant has stated that all other development standards of the GC and the LDC will be met.

(continued on next page)

PROJECT HISTORY

The applicant originally applied for two conditional use permits (CUP's)—one for alternative access (parking reduction) and one for household living in the GC, General Commercial zone. After review, Planning staff recommended that the applicant revise the submittal to a planned unit development (PUD). This change from CUP to PUD was recommended for the following reasons:

- The requested density is 38 dwelling units per acre, which is higher than the density usually specified for household living in the GC zone. The PUD requires the applicant to support the request for this density in greater detail than the CUP would require. Note that the GC zone has no prescribed density; when CUP's for household living in the GC zone are approved, the usual density allowed is 24 dwelling units per acre, the same as the MR-3, Multi-Dwelling Residential zone.
- The requested parking modification is for 1.25 spaces per dwelling unit, rather than the 2.25 spaces per dwelling unit that is the Land Development Code (LDC) requirement for apartments. Though the Planning Commission has recently granted CUP's for alternative access—reduced parking for low-income senior housing, the PUD requires that the applicant tie the request for reduced parking into the overall project in more detail than the CUP would require.
- The location of this low-income senior housing facility is in an area that is largely surrounded by commercial and limited industrial uses. The PUD requires the applicant, through the statement of intent, to support the request for this location; particularly, how the residents of the facility will have access to services and what the proximity of frequently used services is.

The applicant has submitted a project narrative and PUD Master Land Use Plan (site plan), as well as conceptual building elevations, which further describe and depict the proposed development. These documents are attached.

APPLICANT'S SUPPORT FOR THE PROJECT

The applicant's statement of intent (copy attached) makes the following points:

Density

The intent of housing facilities like this one is to provide a quality apartment unit at a rental rate below the market rate for such a unit. The proposed one-and two-bedroom units will have individual kitchens, washer/dryer in each unit, and other amenities. The applicant's statement of intent states that the request for the 38 dwelling unit per acre density is being requested in order to:

- achieve and maintain the lower rental rates;
- allow the project to realize a lower per-unit construction and development cost;
- have lower and more easily managed operating and administrative costs; and
- increase the project's operating efficiency on a month-to-month basis, which also enables the project to maintain the affordable rental rate.

Parking

Regarding the applicant's request to reduce the required parking from 2.25 spaces for unit, the LDC standard for multi-dwelling units, to 1.25 space per unit, the applicant states that "the property will also offer 23 detached single-car garages (22' x 12') and surface parking for residents and guests. Based on the Institute of Transportation Engineers (ITE) Parking Generation Manual Section 252 for Senior Adult Housing consisting of age restricted and or active adult housing, they recommend an average parking ratio of 1 space per dwelling unit." The 1.25 spaces per units accounts for one space plus 0.25 visitor parking space per unit. Thus, the 1.25 spaces per unit X 120 units requires 150 spaces. The project actually provides 165 spaces, including the required handicapped spaces.

Location

Though located in a largely commercial and limited industrial area, this location is near to shopping, entertainment, and other services. The facility is convenient to MATBUS. There is, in fact, a bus stop right in front of this location at Westrac Drive and 34th Street South. The applicant provided the map below showing the location of surrounding businesses and services within an approximately three-quarter mile radius of the project site. This map also notes a nearby property recently put on the market; this property is not part of the applicant's project.



(map created by applicant)

BENEFIT TO THE COMMUNITY

The applicant has stated that this project serves a need of the community "to help ensure that an adequate supply of affordable rental housing is available to accommodate the upcoming wave of demand" because, according to the 2016 North Dakota Statewide Housing Needs Assessment, housing that is "affordable for those in extremely low and very low income households is very limited." The modifications requested by the PUD will result in an efficient utilization of the site, and thus enable the developer to provide a larger number of units that would usually be allowed when household living is permitted in the GC, General Commercial zone.

DISCUSSION AT THE SEPTEMBER 1, 2020 PLANNING COMMISSION HEARING

Topics of discussion at the September 1st, 2020 Planning Commission included:

- MATBUS routes
- Nature of the surrounding neighborhood and location of nearest residential property
- Access to services nearby
- Nature of the amenities provided by the facility and the size and rental rate of the units
- Qualifications to be a resident of this facility

The applicants, Don Sterhan of Mountain Plains Equity and Nate Vollmuth of Goldmark, spoke in support of the application and answered Commissioner questions. No one spoke in opposition to the project.

Zoning

Section 20-0906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

1. **Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?**

Staff is unaware of any error in the zoning map as it relates to this property. Staff finds that the requested zoning change is justified by change in conditions since the previous zoning classification was established. The applicant intends to develop this commercially-zoned property as a residential property. The proposed PUD requests modifications of certain development standards of the GC zone and the general development standards of the LDC to accommodate the proposed development. **(Criteria Satisfied)**

2. **Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?**

City staff and other applicable review agencies have reviewed this proposal. Staff finds no deficiencies in the ability to provide all of the necessary services to the site. The subject property fronts on existing developed public rights-of-way which provide access and public utilities to serve the property. **(Criteria satisfied)**

3. **Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?**

Staff has no documentation or supporting evidence to suggest that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. In accordance with the notification requirements of the Land Development Code, notice was provided to neighboring property owners within 300 feet of the project site. To date, staff has received one inquiry. Staff finds that the approval of the zoning change will not adversely affect the condition or value of the property in the vicinity. **(Criteria satisfied)**

4. **Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?**

The purpose of the LDC is to implement Fargo's Comprehensive Plan in a way that will protect the general health, safety, and welfare of the citizens. Redevelopment and expansion of this site, which is already served by public infrastructure, is a form of infill development. Staff finds that the proposed PUD is in keeping with Fargo's Comprehensive Plan. Specifically, the City's Go2030 Comprehensive Plan supports development within areas of the City that are already serviced with utilities. Staff finds this proposal is consistent with the purpose of the LDC, the Go2030 Comprehensive Plan, and other adopted policies of the City. **(Criteria Satisfied)**

Master Land Use Plan: The LDC, Section 20-0908.B (7), stipulates that the Planning Commission and Board of City Commissioners shall consider the following criteria in the review of any Master Land Use Plan.

1. **The plan represents an improvement over what could have been accomplished through strict application of otherwise applicable base zoning district standards, based on the purpose and intent of this Land Development Code;**

The plan represents an improvement over what could have been accomplished through strict application of the base zoning district. It modifies development standards of the GC zone in order

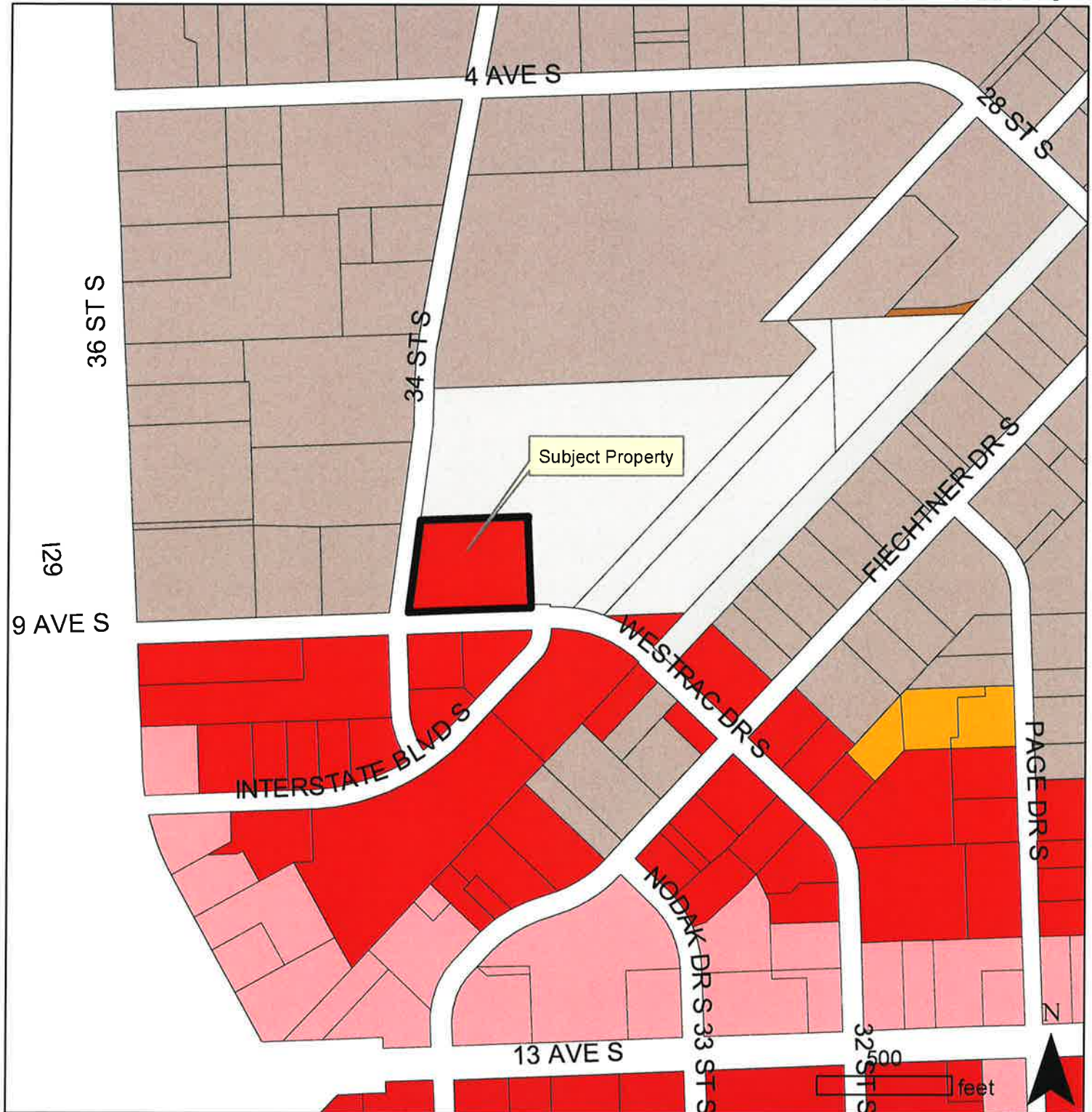
<p>to allow an the development of an affordable independent senior living facility on this site. (Criteria Satisfied)</p> <p>2. The PUD Master Land Use Plan complies with the PUD standards of Section 20-0302; Staff has reviewed the PUD Master Land Use Plan and found that it complies with the PUD standards of Section 20-0302. The PUD modifies some standards of the GC zone as noted above. All other standards and requirements as set forth in the LDC have been met. (Criteria Satisfied)</p> <p>3. The City and other agencies will be able to provide necessary public services, facilities, and programs to serve the development proposed, at the time the property is developed; City staff and other applicable review agencies have reviewed this proposal. Staff finds no deficiencies in the ability to provide all of the necessary services to the site. The subject property fronts on existing developed public rights-of-way which provide access and public utilities to serve the property. (Criteria satisfied)</p> <p>4. The development is consistent with and implements the planning goals and objectives contained in the Area Plan, Comprehensive Plan and other adopted policy documents; The purpose of the LDC is to implement Fargo's Comprehensive Plan in a way that will protect the general health, safety, and welfare of the citizens. Staff finds that the proposed PUD is in keeping with Fargo's Comprehensive Plan. Staff finds this proposal is consistent with the purpose of the LDC, the Go2030 Comprehensive Plan, and other adopted policies of the City. (Criteria Satisfied)</p> <p>5. The PUD Master Land Use Plan is consistent with sound planning practice and the development will promote the general welfare of the community. The PUD is consistent with sound planning practice and the development will promote the general welfare of the community by allowing the expansion of capacity and services of the existing continuing care retirement community. (Criteria Satisfied)</p>	<p>Staff Recommendation:</p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby waive the requirement to receive the rezoning Ordinance one week prior to the first reading and place the rezoning Ordinance on for first reading and move to approve the 1) zone change from GC, General Commercial to GC, General Commercial with a PUD, Planned Unit Development Overlay; 2) PUD Master Land Use Plan; as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Section 20-0906.F (1-4), Section 20-0908.B (7), and all other applicable requirements of the LDC."</p> <p>Planning Commission Recommendation: September 1, 2020</p> <p>On September 1, 2020, by a vote of 9-0 with two Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and to recommend approval to the City Commission of 1) zone change from GC, General Commercial to GC, General Commercial with a PUD, Planned Unit Development Overlay; 2) PUD Master Land Use Plan; as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Section 20-0906.F (1-4), Section 20-0908.B (7), and all other applicable requirements of the LDC.</p> <p>Attachments:</p> <ol style="list-style-type: none"> 1. Zoning map 2. Location map 3. PUD Master Land Use Plan (site plan)
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4. Building elevation drawing
5. PUD chart
6. PUD narrative, including Developer's Statement of Intent

Zone Change (GC to GC with PUD Overlay), Planned Unit Development Master Plan

Cedar Crest 1st Addition

3361 Westrac Dr S



Zone Change (GC to GC with PUD Overlay), Planned Unit Development Master Plan

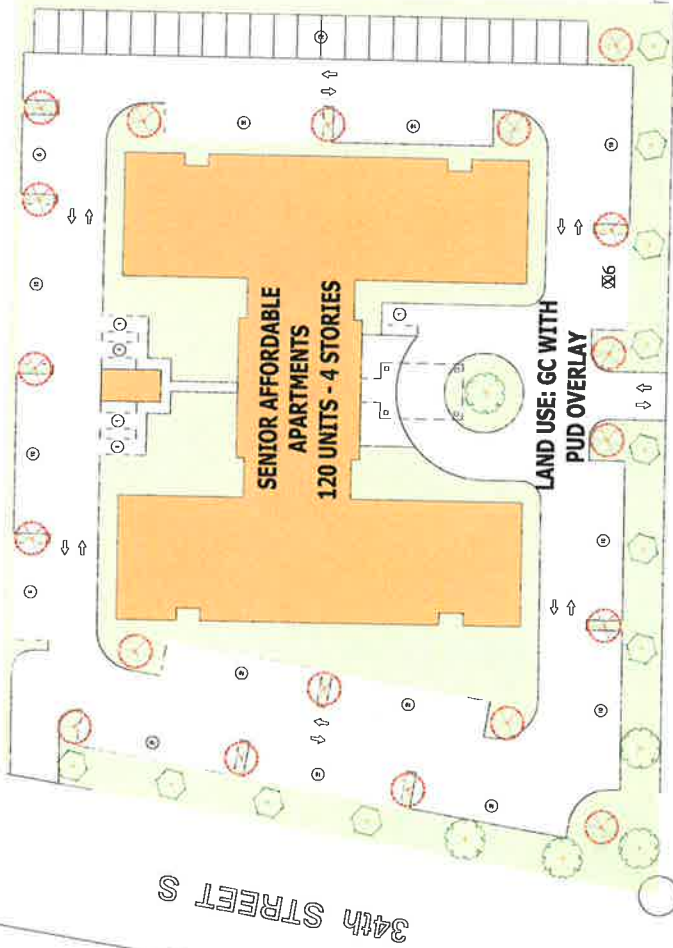
Cedar Crest 1st Addition

3361 Westrac Dr S



MASTER LAND USE PLAN Revised 25 August 20

NOTE: LANDSCAPING TO MEET
FARGO LAND DEVELOPMENT CODE



WESTRAC DRIVE S

PRAIRIE RIDGE RESIDENCES
8/3/2020

CURRENT ZONING DISTRICT: GC, GENERAL COMMERCIAL
PROPOSED ZONING DISTRICT: GC WITH A PUD OVERLAY
CONDITIONAL USE: HOUSEHOLD LIVING

139,101 SF TOTAL LOT AREA
139,101 / 43,560 = 3.19 ACRES

UNIT COUNT PROPOSED 120 / 3.19 = 38 UNITS PER ACRE

OPEN SPACE REQUIREMENT PER GC
AS REQUIRED PER FARGO LDC IN THIS ZONING DISTRICT
AS 30% OF TOTAL LOT AREA = 41,730 SF (139,101 - 97,371 = 41,730)
BUILDING AND PARKING LOT COVERAGE = 94,080 SF (139,101 - 45,021)

10% open space required for PUD.

BUILDING COVERAGE PER GC
MAXIMUM BUILDING COVERAGE AS PERCENTAGE OF LOT IS 85%
MAXIMUM BUILDING COVERAGE IS 22.9%
TOTAL BUILDING FOOTPRINT = 31,660 SF

MAXIMUM HEIGHT PER GC
NONE

PROVIDED 54'-0"

PARKING REQUIREMENT

PROPOSED REDUCTION TO 1.0 SPACES PER UNIT X 120 = 120 SPACES

VISITOR SPACES PER LDR 0.25 PER UNIT X 120 = 30 SPACES

TOTAL REQUIRED SPACES = 150

165 SPACES PROVIDED WITH 23 BEING GARAGE SPACES

ACCESSIBLE SPACES REQUIRED = 5 TOTAL WITH 1 BEING VAN

TOTAL PARKING AND DRIVEWAY AREA = 62,220 SF

DISTRICT SETBACKS PER GC

FRONT 20'

REAR 5'

STREET SIDE 20'

REAR 15'

UNIT MIX TARGET

38% 2 BEDROOMS

62% 1 BEDROOMS

46 X 2 BEDROOM UNITS OF 120 TOTAL

74 X 1 BEDROOM UNITS OF 120 TOTAL

PROPOSED UNITS PER LEVEL

LEVEL 1 = 10,288 + 14 1BR = 24 UNITS

LEVEL 2 = 12,288 + 20 1BR = 32 UNITS

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PRAIRIE RIDGE RESIDENCES

JOB NO. 20-043 | 09/23/2020
FARGO, ND

FRONT ENTRANCE

GOLDMARK™
DESIGN AND DEVELOPMENT

PRAIRIE RIDGE RESIDENCES PUD NARRATIVE / CHART
Revised 25 August 20

DEVELOPER'S STATEMENT OF INTENT: *Describing how the proposed development provides greater benefits to the city than would a development carried out in accordance with others applicable land use development regulations—see separate attachment.*

The PUD will include a site plan for the development that is incorporated here by reference. The PUD will, generally, apply the GC, General Commercial development standards, and other applicable development standards of the LDC, except as otherwise provided below:

	Current LDC development standards for GC, General Commercial	PUD modifications to General Commercial development standards
Allowed Uses	colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.	Add "Household Living"
Minimum Lot Area	No minimum	
Minimum Lot Width	No minimum	
Residential Density	GC zoning has no prescribed density	38 Dwelling Units / Acre
Setbacks	Front—20 feet Interior side—5 Street side--20 Rear--15	
Max. Height	None	
Building Coverage	85%	
Minimum open space	10% for PUD	
Parking-Residential—Multi-dwelling	2.25 spaces per unit	decrease to 1.25 Spaces per Unit
Parking--Retail	1 space per 250 SF	
Landscaping—Street Trees	1 per every 50 feet on arterials; 1 per every 35 feet on locals	
Landscaping—Open Space	3 plant units per 1,000 SF of area; 8 sf per unit,	
Landscaping—Parking Lot Perimeter	Buffers shall be located between adjacent streets rights of way and off-street parking areas and all vehicular circulation areas within the	

	front or streetside setback per Table 20-0705(D)(3)	
Paving Setbacks	Parking lots and vehicular circulation areas shall provide a a paving setback per Table 20-0705(D)(4)	
Residential Protection Standards (RPS)— Setback from abutting side and rear lot line	Development on lots adjacent to side or rear lines of lots in the SR or MR zoning district must meet the setbacks per Table 20-0704(B)(1)	
RPS—Front Setback	For new multi-family or nonresidential development occurs on lots adjacent to the side lot in any SR or MHP district, see 20-0704(B)(2) for setback requirements.	
RPS—Visual screening of dumpsters and outdoor storage areas	Required on all dumpsters and storage areas	
RPS—building height, 75 feet from residential	35 feet max	
RPS—building height 76-100 feet from residential	45 feet max	
RPS—building height 101--150 feet from residential	55 feet max	
RPS-residential protection buffers	At least 10 feet with 1 tree and 20 shrubs per 50 lineal feet	
RPS—operating hours	No garbage or recycling services between 10:00 p.m. and 6:00 a.m.	
RPS--lighting	No light more than 0.4 footcandles one foot inside SR-zoned lot	
RPS--odor	See 20-0704(H)— <i>usually not a problem on residential and commercial developments</i>	

Prairie Ridge Residences Project Description**LIHTC Project in Fargo, North Dakota**

Prairie Ridge Residences is a Low-Income Housing Tax Credit (LIHTC) housing facility for seniors that will be located at intersection of Westrac Drive South and 34th Street South in Fargo, ND. This 3.19-acre site is located in the Cedar Crest First Addition in an established, commercial, industrial and mixed residential neighborhood. The remaining undeveloped land within this block is slated for Multi-Family Zoning in the future, according to the owner Robert VanRaden.

The Prairie Ridge Residences community is designed as a single 4-story building in an H configuration. This 120-unit rental property consists of 74 one-bedroom units, and 46 two-bedroom units (with one one-bedroom unit to serve as a manager's home). Each individual apartment unit offers a spacious floor plan, full kitchen with *Energy Star* appliances, carpeting and LVT floors, window blinds, washer/dryer, and indoor corridors for more secured access. The facility is designed to provide a relaxed and interactive social environment, so as to provide a 'community' atmosphere. The property includes a lobby and administrative area, community room with a kitchen and lounge area, library, theater, fitness center, card/game room, outdoor patio, and an on-site office for the property manager. The property will also offer 23 detached single-car garages (22' x 12') and surface parking for residents and guests. Based on the Institute of Transportation Engineers (ITE) Parking Generation Manual Section 252 for Senior Adult Housing consisting of age restricted and or active adult housing they recommend an average parking ratio of 1 space per dwelling unit.

This project is necessary for the city of Fargo to keep up with the increasing senior population and will help ensure that an adequate supply of affordable rental housing is available to accommodate the upcoming wave of demand. The development team is taking a unique financing approach and will be combining 4% Low-Income Housing Tax Credits with 9% Low-Income Housing Tax Credits as well as leveraging other soft funds from the North Dakota Housing Incentive Fund (HIF) and HOME Funds programs. The project will also utilize conventional permanent financing.

This affordable senior housing facility will be an infill development resulting in efficient utilization of the site. As proposed, the development will have a density of 38 units per acre. The proposed PUD will result in a greater benefit to the City of Fargo by meeting the need for low income housing for seniors. The low income senior house project will benefit the city more than a development under conventional zoning district regulations. This density is important in order to achieve and maintain the lower (and more affordable) rental rates; through economies of

scale, this level of density and larger build-out allows the project to realize a lower “per unit” construction/development cost. In addition, in planning long-term, this level of density allows the property to operate more efficiently on a month-to-month basis; operating and administrative costs are lower and more easily managed. It is also crucially important to note that the project site is located within a Qualified Census Tract (QCT). Simply being located within a QCT will enable the project to increase its equity financing capabilities by 30% through the Low-Income Housing Tax Credit program’s eligible basis boost. By being able to utilize the 30% eligible basis boost, the project will realize a capital increase of slightly over \$2,200,000.

Prairie Ridge will help to spark more Multifamily housing in the area; we know already the adjacent landowner is seeking to develop affordable housing, and more is likely to follow. This project opens the door and sets the standard for quality, affordable housing. Prairie Ridge is the catalyst to stimulate and shape future development in that area of town; it will be a good model and inspiration as adjacent landowners consider their future development plans and opportunities. Success begets success. If we do this right, there will be more to follow.

In close proximity to Prairie Ridge Residences is the West Acres Shopping Center, Century Movie Theater, Target, West Acres Bowl, restaurants and grocery stores. These businesses can be accessed by MATBUS, walking, or a short drive. The Jeremiah Program facility, built roughly 2 years ago, is just a ¼ mile away to the east. The Jeremiah program building provides housing for underprivileged women and their children.



The development provides for efficient use of public services and improvements. MATBUS route 20 offers public transportation access at an existing bus stop on the SW corner of the site near the intersection of Westrac and 34th Street. The current MATBUS system serves the communities of Fargo and West Fargo, ND, and Moorhead and Dilworth, MN. This service will provide Prairie Ridge residents with convenient, cost-effective city transportation throughout the metro area with 24 fixed routes, linking riders to employment, education, healthcare, entertainment, and more.

The 2016 North Dakota Statewide Housing Needs Assessment; Housing Forecast states the percentage of the current housing stock in North Dakota that is affordable for those in extremely low- and very low-income households is very limited. The Housing Forecast also states the need for elderly housing will increase substantially over the course of the study period as the number of elderly householders ages 65 and older are projected to increase by 54 percent or approximately 37,500 households.

The Lake Agassiz Regional Council Comprehensive Economic Development Strategy sites one of its weaknesses in the region as “Insufficient elderly-friendly housing as the share of 65+ households increase”. Ensuring that senior housing remains affordable is critical. Unfortunately, too many seniors in today’s society are cutting back on important necessities such as food, healthcare, medical necessities, and other important expenses just to keep up with the rising costs of housing. According to The State of the Nation’s Housing 2019, “The overall aging of the US population has important implications for housing markets, with 65-74 year old’s now the fastest-growing age group.” With the projected growth expected to occur, the demand for affordable housing will increase exponentially. With many seniors living on low or fixed incomes, the ability to find decent, quality affordable housing is a serious struggle. “At last measure in 2016, some 38.1 million households spent more than 30 percent of their incomes on housing (the standard definition of cost burdened).” Developing and building is taking place to try and keep up with the demand of housing with the growing senior population, “But given the size of the baby-boom generation, households headed by persons age 65 and over will continue to grow at an unprecedented pace in the next decade, increasing the presence of older households in both the homeowner and rental markets.” Even with multifamily construction being at its highest level in two decades, the supply of housing is not keeping pace with the increasing demand.

Seniors deserve the ability to live comfortably, including having a safe, secure, modern, and efficient housing option that will place the cost at or below 30% of their income. Prairie Ridge Residences will prove to be very beneficial in that regard, by increasing quality rental options for seniors – and at a price they can afford. Prairie Ridge Residences will assist the community in overcoming its housing deficiency, enabling waiting lists and wait times to decrease at other properties, thereby fulfilling the goal to provide efficient, safe, and secure homes for these seniors.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3962

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN CEDAR CREST FIRST ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
5 City of Fargo have held hearings pursuant to published notice to consider a zoning map amendment
6 of certain parcels of land lying in Cedar Crest First Addition to the City of Fargo, Cass County,
7 North Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the request for
9 the planned unit development overlay and the master land use plan for development of the subject
10 property, on September 1, 2020; and

11 WHEREAS, the Planned Unit Development Overlay and the Master Land Use Plan for
12 development, were approved by the City Commission on October 5, 2020; and,

13 NOW, THEREFORE,

14 Be It Ordained by the Board of City Commissioners of the City of Fargo:

15 Section 1. The following described property:

16 Lot One (1), Block One (1), Cedar Crest First Addition to the city of Fargo, Cass
17 County, North Dakota,

18 is rezoned from "GC", General Commercial, District to "GC", General Commercial, District
19 with a Planned Unit Development Overlay:
20
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

	Current LDC Development Standards for GC, General Commercial	PUD Modifications to General Commercial Development Standards
Allowed Uses	colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.	<i>Add as an allowed use: Household Living</i>
Residential Density	GC has no prescribed density	<i>38 units per acre</i>
Parking-Residential-Multi-dwelling	2.25 spaces per unit	<i>Reduce spaces to 1.25 spaces per unit</i>

In all other respects, development on said property shall be subject to the development standards for the underlying zoning district.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1
2 Section 3. This ordinance shall be in full force and effect from and after its passage and
3 approval.
4
5

6
7 (SEAL)

Timothy J. Mahoney, M.D., Mayor

8 Attest:

9
10 _____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

394

City of Fargo Staff Report			
Title:	Madelyn's Meadows Third Addition	Date:	10/1/2020
Location:	2613, 2639, 2667, 2689, 2697, 2707, 2729, 2751, 2769, 2791, 2801, 2815, 2827, 2845, 2863, 2875, 2891, 2951 72nd Avenue South, and 7203 and 7231 30th Street South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Portions of Lots 1-17, Block 1, Madelyn's Meadows Second Addition; Lots 10 and 11, Block 3, Madelyn's Meadows First Addition; and a portion of Lot 12, Block 3, Madelyn's Meadows First Addition to the City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Sitka Investments, LLC/Jon Youness	Engineer:	Mead & Hunt
Entitlements Requested:	Major Subdivision (replat of portions of Lots 1-17, Block 1, Madelyn's Meadows Second Addition; Lots 10 and 11, Block 3, Madelyn's Meadows First Addition; and a portion of Lot 12, Block 3, Madelyn's Meadows First Addition to the City of Fargo, Cass County, North Dakota) Zone Change (from P/I, Public/Institutional and SR-4, Single-Dwelling Residential to P/I, Public/Institutional; SR-4, Single-Dwelling Residential, and MR-1, Multi-Dwelling Residential)		
Status:	City Commission Public Hearing: October 5, 2020		
Existing		Proposed	
Land Use: Platted, not developed		Land Use: Residential	
Zoning: PI, Public/Institutional; SR-4, Single-Dwelling Residential		Zoning: PI, Public/Institutional; SR-4, Single-Dwelling Residential; MR-1, Multi-Dwelling Residential	
Uses Allowed: <u>SR-4</u> allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities <u>Public and Institutional (P/I)</u> allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, schools, offices, commercial parking, outdoor recreation and entertainment, industrial service, manufacturing and production, warehouse and freight movement, waste related use, agriculture, aviation, surface transportation, and major entertainment events.		Uses Allowed: <u>SR-4</u> and <u>P/I</u> same as existing. <u>MR-1</u> allows detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children, group living, parks and open space, religious institutions, safety services, schools, and basic utilities	
Maximum Density Allowed (Residential): <u>SR-4</u> allows 12.1 dwelling units per acre; <u>P/I</u> is not a residential zone so has no density standard.		Maximum Density Allowed: <u>SR-4</u> and <u>P/I</u> same as existing; <u>MR-1</u> allows 16 dwelling units per acre	

Proposal:

The applicant requests two entitlements:

1. A major subdivision, entitled **Madelyn's Meadows Third Addition**, a replat of portions of Lots 1-17, Block 1, Madelyn's Meadows Second Addition; Lots 10 and 11, Block 3, Madelyn's Meadows First Addition; and a portion of Lot 12, Block 3, Madelyn's Meadows First Addition to the City of Fargo, Cass County, North Dakota; and
2. A zone change from P/I, Public/Institutional and SR-4, Single-Dwelling Residential to P/I, Public/Institutional; SR-4, Single-Dwelling Residential, and MR-1, Multi-Dwelling Residential

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

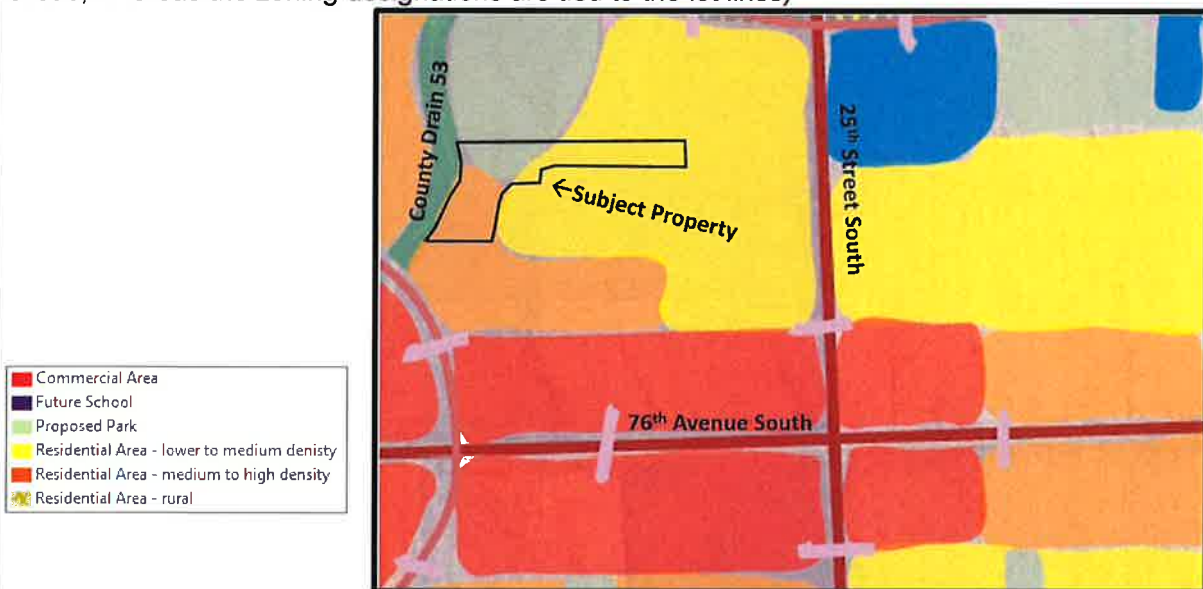
- North: SR-2, Single Dwelling Residential (Golden Valley Addition)
- East: Single-dwelling residential (Madelyn's Meadows First Addition)
- South: SR-4 and SR-5, Single-dwelling residential (Madelyn's Meadows Second Addition)
- West: Cass County Drain 53; AG-zoned undeveloped land outside of city limits on the west side of this drain.

Area Plans:

The 2007 Tier 1 Southeast Growth Plan, part of the 2007 Growth Plan, designates the area of this project as

- lower to medium density residential development (yellow color), which includes the SR-4 zone;
- medium to high density residential (orange color), which includes the MR-1 zone; and
- proposed park (sage green color), which includes the P/I zone.

(note that the areas designated in the growth plan are not exact boundaries but approximate areas, whereas the zoning designations are tied to the lot lines)



Context:

Schools: The subject property is located within the Fargo Public School District and is served by Bennett Elementary, Discovery Middle, and Davies High schools.

Neighborhood: The subject property is located within the Davies neighborhood.

Parks: The subject property includes a portion of Golden Valley Park, a neighborhood park owned by the Fargo Park District, which provides the amenities of basketball court, playground, and shelter.

Pedestrian / Bicycle: There are off-road bike facilities along 25th Street South that are a component of the metro area bikeway system. A trail along 73rd Avenue South, within the 80-foot public right of way, was required as part of Madelyn's Meadows First Addition.

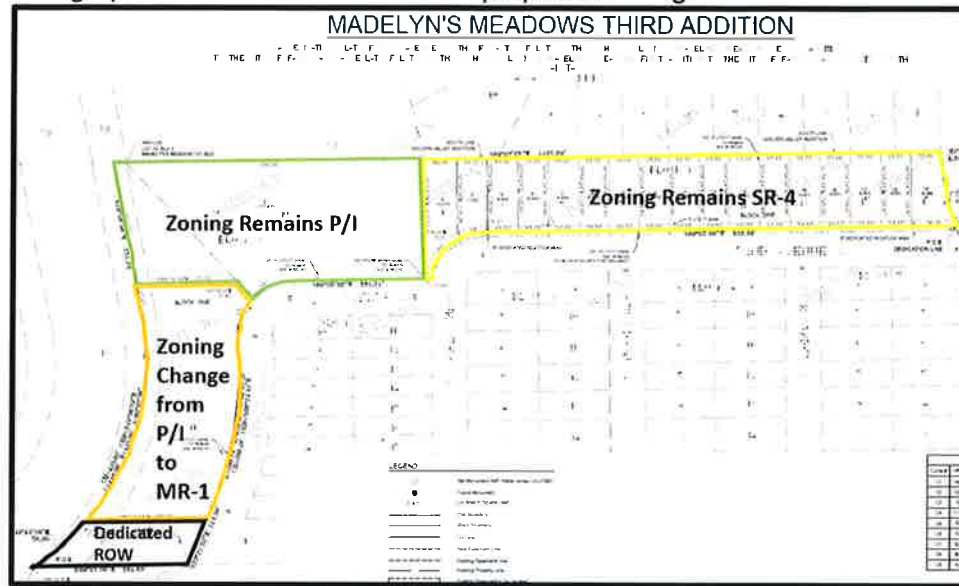
Staff Analysis:**PLAT AND ZONE CHANGE**

The City and the Fargo Park District have worked with the developer on this plat regarding the right of way width of 72nd Avenue South and the size of the park/detention basin lot. The chart below indicates how the existing lots will be changed by this project.

BLOCK	LOTS	CURRENT ZONING / LAND USE	ZONING /LAND USE ON THIS PLAT	CHANGE
1	3-19	SR-4 / Single-Dwelling Residential	No change	These lots will be shortened by eight feet; that eight feet will be dedicated for the widening of 72 nd Avenue South. Other lot dimensions will remain the same, as will the total number of lots.
1	2	P/I / Park and stormwater detention basin	No change	This lot will get larger than currently configured to accommodate the increased size of the detention basin in this lot (see "DETENTION BASIN" below).
1	1	P/I / Undeveloped	MR-1/Multi-Dwelling Residential	The northerly part will become part of Lot 2, the detention basin lot. The southerly 80 feet will be dedicated for 73 rd Avenue South. This lot was intended for future residential development; the current P/I zoning was temporary until the developer was ready to go forward with development.

(continued on next page)

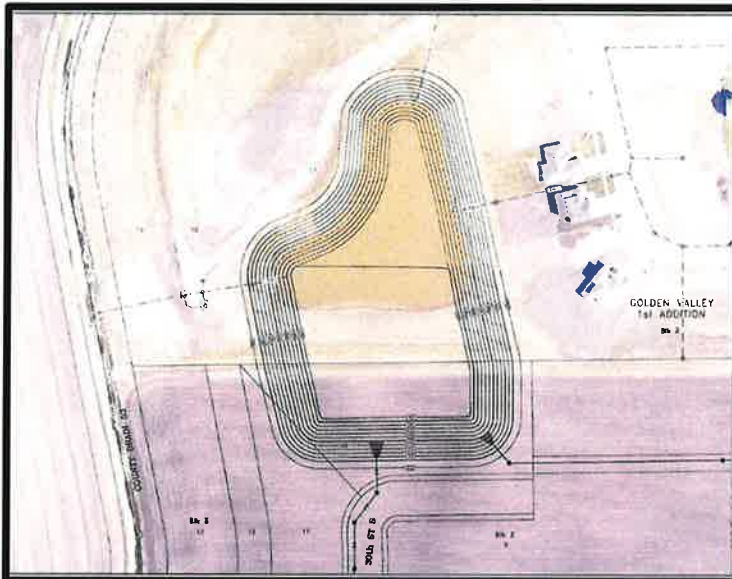
This graphic indicates the current and proposed zoning:



ZONING: The SR-4 zoned single-dwelling lots are existing and their zoning will not change. The MR-1 zoned lot will accommodate a maximum of 26 dwelling units. The P/I zoning is the appropriate zoning for the park/detention basin lot. All lots meet the dimensional requirements of their respective zones.

ACCESS: The lots will be accessed by way of existing dedicated public streets.

DETENTION BASIN SIZE: The current size of the detention basin is depicted in the graphic below. This is intended to be the maximum size of this detention basin.



(continued on next page)

NEIGHBORHOOD COMMENT--MAP: The graphic below shows the relationship between Madelyn's Meadows, Golden Valley, and the levee. This relationship is important for understanding the public comments below.



Relationship between Golden Valley Addition (north of red line) Madelyn's Meadows Additions (south of red line) and levee

NEIGHBORHOOD COMMENT---CONCERNS

Prior to the July 7, 2020 Planning Commission hearing, staff received two inquiries about this project and one person followed up with a comment letter. Subsequently, staff received three additional comment letters in late September. Some concerns expressed in these inquiries included:

- Will the detention basin get any bigger? *(It will not)*
- Parks for Golden Valley and Madelyn's Meadows should not be merged.
- Neighborhood character and property values of existing development in the Golden Valley Addition will be negatively affected by the proposed development in Madelyn's Meadows, including:
 - smaller lot sizes than in Golden Valley
 - a higher density of lots
 - smaller, less expensive homes
 - increased traffic
 - lack of separation between lots in the Golden Valley Addition and adjacent lots in Madelyn's Meadow
- Questioning the intent of the developer.

Copies of these letters are attached. Some of these neighbors may testify at the October 5, 2020, City Commission hearing.

COMMENTS REGARDING THE LEVEE:

Some of the comment letters refer to the levee, also called a berm, on the Madelyn's Meadows property. At the time the Golden Valley Addition was established, a levee was constructed on the adjacent property to the south, which is now Madelyn's Meadows, as a line of protection for flood control. That levee is no longer required for flood control, as the line of protection has moved to the south. Many Golden Valley Addition residents felt that this levee provided a buffer between their property and the development on Madelyn's Meadows. This levee has recently (week of September 28, 2020) been removed by the applicant. This levee is not part of the actual Madelyn's Meadows Third Addition plat.

APPLICANT'S MEETING WITH ADJACENT RESIDENTS: On Wednesday, September 30, 2020, the applicant met with three Golden Valley Addition property owners regarding their questions and concerns related to the proposed development on Madelyn's Meadows Third Addition. Planning

staff attending this meeting as a resource for information. The main discussion topic was removal of an existing levee that is on the Madelyn's Meadows Third Addition property---this levee, which is no longer necessary for flood protection, was removed by the applicant. The adjacent Golden Valley Addition property owners discussed with the developer whether some sort of buffering, such as landscaping, could be installed between Golden Valley Addition and Madelyn's Meadows Third Addition. The applicant later reported that he will continue working with these property owners and has a tentative solution for this situation. He may have additional comments at the City Commission hearing.

NOTE ON APPROVAL MOTION: Note that the approval motion makes the approval contingent on

1. final technical review;
2. applicant completing any required revisions of the plat; and
3. final approval of the City Engineer.

The City Commission need not take any further action once the contingent approval motion is approved. Staff will verify compliance with the contingencies and record the plat when the contingencies have been met.

FINDINGS:

Zoning

Section 20-906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

1. Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?

Staff is unaware of any error in the zoning map as it relates to this property. The only zoning new zoning will be a portion of Lot 1, Block 1 currently zoned P/I, that will be rezoned to MR-1, Multi-Dwelling Residential. This zoning is consistent with the land use designation of "Residential Area—Medium to High Density" of the 2007 Growth Plan. The SR-4 and P/I zoning are existing. **(Criteria Satisfied)**

2. Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?

City staff and other applicable review agencies have reviewed this proposal. Staff finds no deficiencies in the ability to provide all of the necessary services to the site. Lots in the subdivision front on existing dedicated public streets, which will provide access and public utilities to serve the development. **(Criteria satisfied)**

3. Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?

Staff has no documentation or evidence to suggest that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. Written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, Planning staff has received two inquiries and four comment letters. Please see "Neighborhood Comment" section above. Staff finds that the approval of the zoning change will not adversely affect the condition or value of the property in the vicinity. **(Criteria satisfied)**

4. Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?

The LDC states "This Land Development Code is intended to implement Fargo's Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the

citizens of Fargo.” The Growth Plan that applies to this property is the 2007 Tier 1 Southeast Growth Plan, part of the 2007 Growth Plan. This plan designates this property as appropriate for

- lower to medium density residential development, which includes the SR-4 zone;
- medium to high density residential, which includes the MR-1 zone; and
- proposed park, which includes the P/I zone..

Staff finds this proposal is consistent with the purpose of the LDC, the applicable growth plan, and other adopted policies of the City. **(Criteria satisfied)**

(continued on next page)

Subdivision

The LDC stipulates that the following criteria are met before a major plat can be approved

1. Section 20-0907(C)(1)(Development Review Procedures—Subdivisions—Major Subdivisions) of the LDC stipulates that no major subdivision plat application will be accepted for land that is not consistent with an approved Growth Plan or zoned to accommodate the proposed development.

The only zoning new zoning will be a portion of Lot 1, Block 1 currently zoned P/I, that will be rezoned to MR-1, Multi-Dwelling Residential. This zoning is consistent with the land use designation of “Residential Area—Medium to High Density” of the 2007 Growth Plan. The SR-4 and P/I zoning are existing. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received two inquiries and four comment letters. Please see “Neighborhood Comment” section above. **(Criteria Satisfied)**

2. Section 20-0907.4 of the LDC further stipulates that the Planning Commission shall recommend approval or denial of the application and the City Commission shall act to approve or deny, based on whether it is located in a zoning district that allows the proposed development, complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.

The existing and proposed zoning designations are consistent with the 2007 Tier 1 Southeast Growth Plan. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of Article 20-06 and other applicable requirements of the Land Development Code. **(Criteria Satisfied)**

3. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

The applicant has provided a draft amenities plan that specifies the terms or securing installation of public improvements to serve the subdivision. This amenities plan was reviewed by the Public Works Project Evaluation Committee (PWPEC) prior to the final plat going to City Commission. The City’s standard policy is that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff and hereby waive the requirement to receive the rezoning Ordinance one week prior to the first reading and place the rezoning Ordinance on for first reading and move to approve the proposed: 1) zone change from P/I, Public/Institutional and SR-4, Single-Dwelling Residential to

P/I, Public/Institutional; SR-4, Single-Dwelling Residential, and MR-1, Multi-Dwelling Residential; and 2) **Madelyn's Meadows Third Addition** subdivision plat as presented; as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06, and Section 20-0906.F (1-4) of the LDC and all other applicable requirements of the LDC, **contingent on 1) final technical review 2) applicant completing any required revisions of the plat and 3) final approval of the City Engineer.**"

Planning Commission Recommendation: July 7, 2020

On July 8*, 2020, by a vote of 5-0 with four Commissioners absent and two Commission seats vacant, the Planning Commission moved to accept the findings and recommendations of staff and to recommend to the City Commission approval of the proposed: 1) zone change from P/I, Public/Institutional and SR-4, Single-Dwelling Residential to P/I, Public/Institutional; SR-4, Single-Dwelling Residential, and MR-1, Multi-Dwelling Residential; and 2) **Madelyn's Meadows Third Addition** subdivision plat as presented; as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06, and Section 20-0906.F (1-4) of the LDC and all other applicable requirements of the LDC."

*(*Note: Due to technical difficulties, the July 7, 2020 Planning Commission hearing was continued part of the way through the second hearing agenda item to July 8, 2020.)*

Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat
4. Public Comment Letters

Zone Change (from SR-4 & P/I to SR-4, P/I & MR-1) & Plat (Major)

Madelyn's Meadows Third Addition

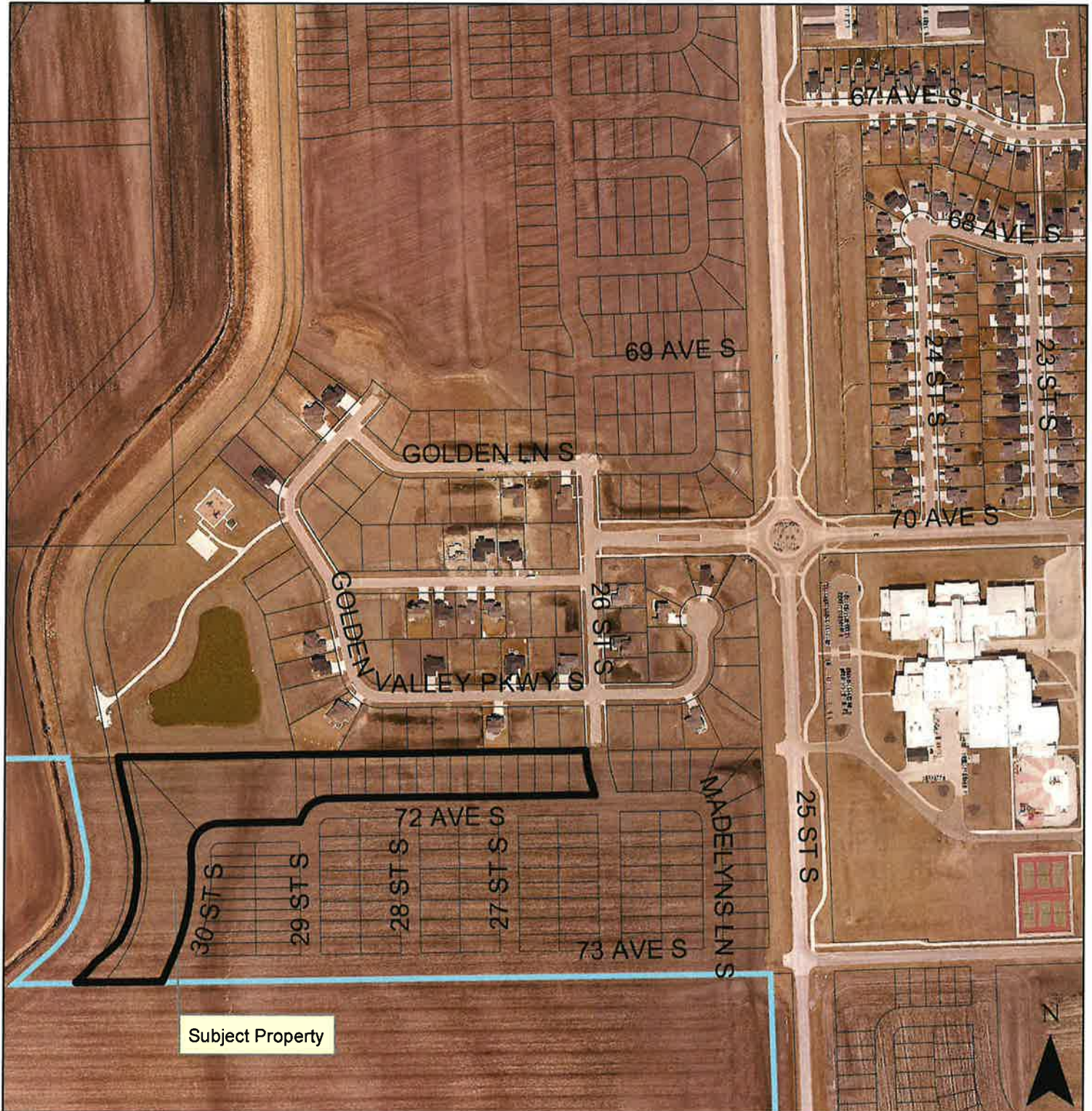
7203 & 7231 30th St S
2613-2951 72nd Ave S



Zone Change (from SR-4 & P/I to SR-4, P/I & MR-1) & Plat (Major)

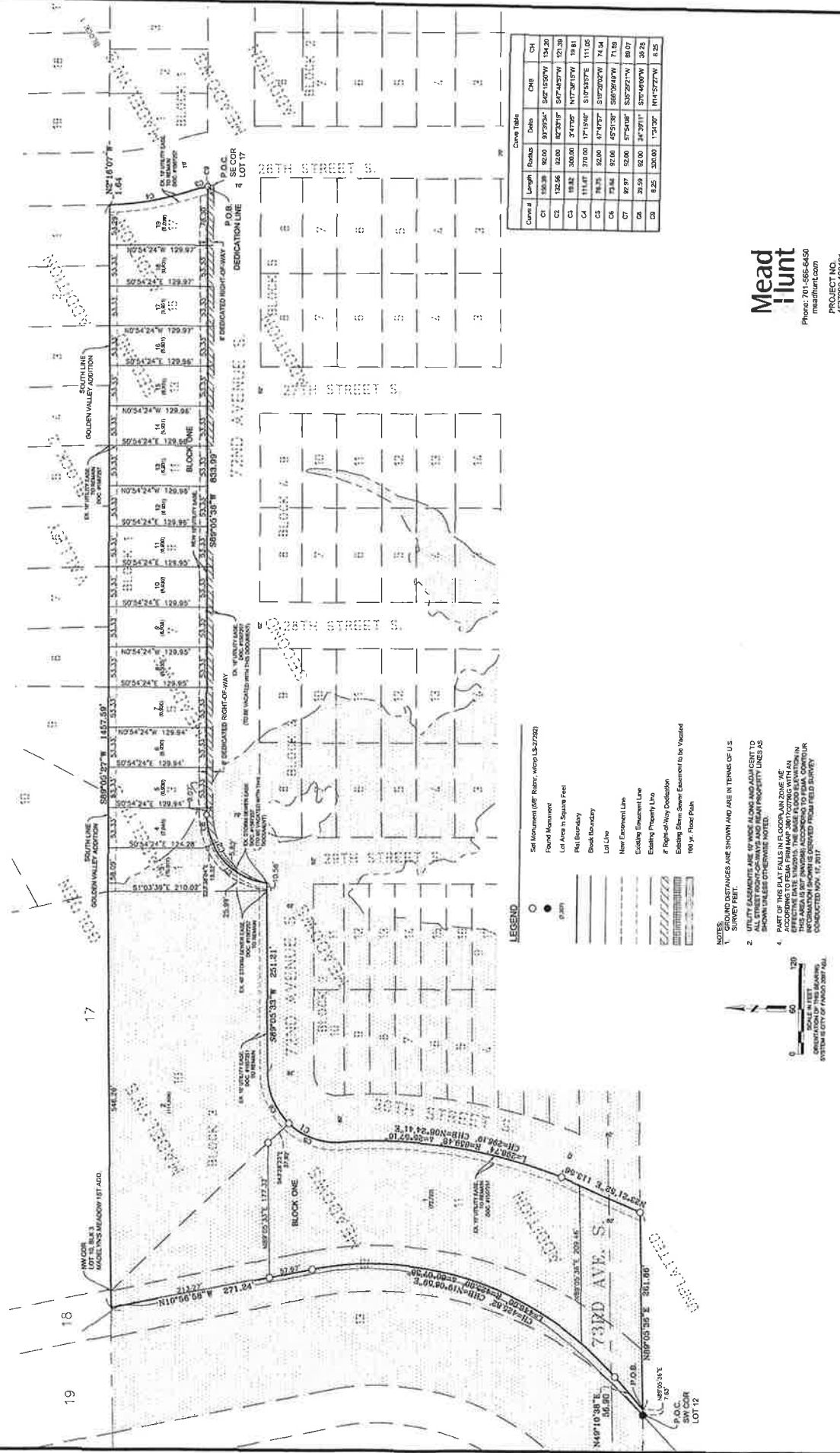
Madelyn's Meadows Third Addition

7203 & 7231 30th St S
2613-2951 72nd Ave S



MADELYN'S MEADOWS THIRD ADDITION

A DEDICATION PLAT OF PARTS OF LOTS 1 THROUGH 12, BLOCK 1 OF MADELYN'S MEADOWS SECOND ADDITION TO THE CITY OF FARGO, AND A REPLAT OF LOTS 12, BLOCK 3 OF MADELYN'S MEADOWS FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MAJOR SUBDIVISION)



LEGEND

- Set Monument (See Record with L2-2732)
- Found Monument
- Lot Area in Square Feet
- Plat Boundary
- Block Boundary
- Lot Line
- Neat Easement Line
- Existing Easement Line
- Existing Property Line
- Right-of-Way Dedication
- Existing Storm Sewer Easement to be Vacated
- 100 yr. Flood Plain

- NOTES:**
- GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 - THESE EASEMENTS ARE WIDENED ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS AND ADJACENT LINES AS SHOWN UNLESS OTHERWISE NOTED.
 - PART OF THIS PLAT FALLS IN FLOODPLAIN ZONE ARE ACCORDING TO FEMA MAP 38070Z02G WITH AN ELEVATION OF 1000 FEET. THIS AREA IS NOT INVADED ACCORDING TO FEMA CONTIGUOUS EASEMENT MAP 38070Z02G FROM FIELD SURVEY CONDUCTED NOV. 17, 2017.



Curve Data

Curve #	Length	Radius	Delta	Chd	Ch
C1	102.38	82.00	87°39'54"	547°15'59"W	134.20
C2	102.56	82.00	87°39'54"	547°15'59"W	134.20
C3	18.82	300.00	3°47'05"	147°36'15"W	18.81
C4	111.47	370.00	17°19'04"	510°35'57"E	111.05
C5	78.25	52.00	47°47'57"	517°20'02"W	14.24
C6	73.84	52.00	45°51'08"	556°39'09"W	21.89
C7	82.97	52.00	37°24'04"	552°29'27"W	58.07
C8	25.58	52.00	34°39'11"	574°49'09"W	38.23
C9	8.25	300.00	1°32'07"	141°57'27"W	8.25

Mead Hunt
 Phone: 701-566-6450
 meadhunt.com

PROJECT NO.
 4837000-180431
 SHEET 2 OF 2

From: Todd Kaiser
Sent: Tuesday, June 23, 2020 9:03 AM
To: Donald Kress <dkress@FargoND.gov>
Subject: Madelyn's Meadows Third Addition

Hi Donald-

We talked on the phone yesterday about some concerns I had about the new plans for Madelyns Meadows. Below are points I would like brought to the meeting on July 7th.

1. Too many homes without the roads to support the number of cars. With only 25th St the nearby road to go south the traffic is getting horrible and if homes are going to continue to be built out by Davies they should be getting traffic figured out first.
2. The plans say that Madelyns Meadows and Golden Valley will share a park which is in the Golden Valley Addition. This is not right. They should be required to put in a park in Madelyns Meadows for those people as with the number of kids that will be in that development due to having small lots and more homes they should not have the only park available to them in Golden Valley. Golden Valley is it's own Association and should be treated as such.
3. No apartments!! I'm hoping that the new zone does not include apartments. That was not in the plans when we moved out here and should continue that way! Going back to roads. There is not enough roads out here to handle that much traffic.
4. I do not agree with all these small home additions going around Golden Valley. You have homes that are going for 500, 600, 700K and we are all paying the specials and taxes for having homes like that. Shouldn't have to be surrounded by lower houses that can bring property values down. The city has to start stepping in and stopping these developers from just throwing up houses just to fill space. You can't make one development nice and then surround it with fill ins! Not fair for those you have spent the money and continue to have to pay the high costs of specials and taxes.

Please bring these concerns to your meeting on July 7th.

Thanks

Todd Kaiser

From: Kory Jacobson
Sent: Monday, September 28, 2020 9:08 PM
To: Donald Kress <dkress@FargoND.gov>
Subject: Re: Madelyns Meadows Protest

Donald,

Our contact for our developer in Golden Valley is Jon Youness at Eagle Ridge Development, the same developer that owns Madelyn Meadows. I believe Stan originally owned Golden Valley, but honestly don't know his participation anymore. I don't know if he is the owner and Eagle Ridge is working on his behalf, or if it is some other arrangement.

I do have a few other concerns I would like for you to address with the planning commission in the meeting on October 5th.

1. I received the initial letter back in June about the replat and rezone in Madelyn's Meadows. However, I didn't receive the September letter stating there would be a public hearing on October 5th on the rezoning and replat in Madelyn's Meadows. I only found out about it through a neighbor. The replat in lots 3-17 are directly behind my house and I am within 300 feet. My address is 2602 Golden Valley Parkway. Based off this, I don't think all constituents who needed to get this letter got it.
2. This absolutely will affect the property values of residents within Golden Valley. Having multi dwelling units on the next block in full view of homes that are currently valued at more than \$500,000 will have a negative impact on these properties in the years to come.
3. This is now the 3rd time the City Commission has allowed this same developer - Jon Younes and Eagle Ridge - to rezone to a higher density or multi-dwelling zone after development began within that subdivision. This happened with the Bison Meadows, Valley View and now Madelyn's Meadows subdivisions. The developer makes empty promises to those who have made investments in that area and says what he needs to sell lots. Then they change it on them to make more money. If Fargo needs more affordable housing, plan for that development from the start so those who have invested money in higher value properties don't end up paying for it.

Thank you for hearing my concerns. I hope that others will voice their concerns as well and show up to the public hearing on Monday, October 5th.

Kory Jacobson

September 29, 2020

Robert & Samantha Yarbrough
2686 Golden Valley Pkwy S
Fargo, ND 58104

To Whom It May Concern:

We are writing to formally protest the rezoning efforts of Madelyn's Meadows Third Addition. As residents of the Golden Valley Development that shares property lines with Madelyn's Meadows, we are deeply concerned about the number of changes that have been happening with the housing projects in the area.

When we bought our lot over four years ago, we did so with good faith promises and guarantees that have not held fast. A section of Golden Valley has already been rezoned as an HOA and been renamed "Golden Valley II" and it includes many small lots that will directly affect our property values. Our house is on the south side of the development, and we were originally told that when Madelyn's Meadows would be rezoned, we would still have the berm behind our house to separate our neighborhoods and help keep property values stable. We were specifically told it would be planted with grass and trees and have a "rolling" appearance similar to a golf course at the beginning of June. The berm was removed this week without notice. We were guaranteed there would be no multi-resident housing in any surrounding neighborhoods, and now we are finding out that it is completely untrue. We have heard similar stories from neighbors who have been made promises that were never kept. We have also heard from other neighborhoods who were made similar promises that were not kept by the same developers, including the neighborhoods of Bison Meadows and Valley View.

Our property values are already being negatively affected, and it will only get worse when our neighborhood is surrounded by small lots with significantly less-expensive homes. Since building has already started on Madelyn's Meadows, we have had a serious increase in traffic through Golden Valley. The neighborhood is not designed to allow for the amount of traffic that rezoning would create. We paid a premium for our lots here because we were assured that surrounding neighborhoods would be similar in size and value, and that our neighborhood would be able to stay quiet and small. Please do not bend to the regularly changing whims of developers who can't keep their word. The commission does not owe loyalty to developers who have not been loyal to the people who have already given them business. The commission owes loyalty to the people who already purchased lots and built homes in Fargo that are upwards of half a million dollars. Please don't make residents pay any more than we already have for the mistakes and poor choices of developers who will say anything to get what they want.

Thank you for your time and consideration.

Respectfully,

A handwritten signature in black ink, appearing to read 'Robert & Samantha Yarbrough', written in a cursive style.

Robert & Samantha Yarbrough

Wednesday, September 30, 2020

To the Fargo Planning Commission:

We are strongly opposed to the zoning changes in Madelyn's Meadows Third Addition. As residents of the Golden Valley Development that abuts Madelyn's Meadows we are concerned about:

1. The proposed density of housing of lower value and subsequent negative effects on our property values
2. The lack of separation between the two developments
3. The concern that multi-resident housing is planned
4. The greatly increased traffic through our neighborhood in order to access Madelyn's Meadows
5. The apparent lack of attention to the character and ambience of the neighborhood

Certainly the concerns of the Golden Valley residents deserve consideration. Residents were told when we purchased our properties that adjoining developments would be of similar character and quality. With these zoning changes that promise is negated. We fervently hope you will address our concerns.

Thank you for your consideration.

Respectfully,

Peter and Carolyn Becraft
2723 70th Avenue South
Fargo, North Dakota 58104

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3102

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN MADELYN'S MEADOWS THIRD ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Madelyn's Meadows Third Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on July 8, 2020; and,

WHEREAS, the rezoning changes were approved by the City Commission on October 5, 2020,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

Lots Three (3) through Nineteen (19), Block One (1) of Madelyn's Meadows Third Addition to the City of Fargo, Cass County, North Dakota,

will retain the existing zoning of "SR-4", Single-Dwelling Residential, District,

Section 2. The following described property:

Lot Two (2), Block One (1) of Madelyn's Meadows Third Addition to the City of Fargo, Cass County, North Dakota,

will retain the existing zoning of "P/I", Public and Institutional, District,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. The following described property:

Lot One (1), Block One (1) of Madelyn's Meadows Third Addition to the City of
Fargo, Cass County, North Dakota,

is hereby rezoned from "P/I", Public and Institutional, District, to "MR-1", Multi-Dwelling
Residential, District.

Section 4. The City Auditor is hereby directed to amend the zoning map now on file in his
office so as to conform with and carry out the provisions of this ordinance.

Section 5. This ordinance shall be in full force and effect from and after its passage and
approval.

(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:



September 28, 2020

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is an application made by Aldevron, for a payment in lieu of tax (PILOT) according to N.D.C.C. Chapter 40-57.1. The PILOT requested is for the remodel project of an existing building at 3001 University Drive S. The project includes substantial renovation of the improvements for research and development of biotechnologies and manufacturing of therapeutic products.

Notices to competitors have been published. The Tax Exempt Review Committee has met to consider this application. No potential competitors appeared at the Tax Exempt Review meeting. This project meets our current policy.

The recommendation of the Tax Exempt Review Committee is to approve a 10 year PILOT based on an exemption equivalent of 100% of the building value for the first 5 years, and a 50% exemption of the building value for the second five year period, with an annual appreciation of 2%. The applicant will pay the full land tax estimated at approximately \$13,100.

SUGGESTED MOTION:

Approval of a 10 year, payment in lieu of tax for Aldevron's renovation project at 3001 University Drive S. according to the attached payment schedule.

Sincerely,

A handwritten signature in blue ink that reads "Mike Spionskowski".

Mike Spionskowski
Tax Exempt Review Committee

Payment In Lieu of Property Tax
Payment Schedule

Pursuant to N.D.C.C. Chapter 40-57.1

PROJECT OPERATOR: Aldevron

ASSUMPTIONS: **\$5,800,000 Improvement Value**

Year 1-5 100% improvement exemption

Year 6-10 50% PILOT with 2% annual appreciation

PAYMENT SCHEDULE:

YEAR	IN LIEU PAYMENT
1	\$0
2	\$0
3	\$0
4	\$0
5	\$0
6	\$46,817
7	\$47,754
8	\$48,709
9	\$49,683
10	\$50,676

****Note** - The applicant will pay property tax on the land in addition to these in lieu payments.

Application For Property Tax Incentives For New or Expanding Businesses

N.D.C.C. Chapter 40-57.1

Project Operator's Application To City of Fargo
City or County

RECEIVED

AUG 24 2020

FARGO ASSESSOR

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

This application is a public record

Identification Of Project Operator

1. Name of project operator of new or expanding business Aldevron
2. Address of project 3001 University Drive South
City Fargo County Cass
3. Mailing address of project operator 4055 41st Ave S
City Fargo State ND Zip 58104
4. Type of ownership of project
☐ Partnership ☐ Subchapter S corporation ☐ Individual proprietorship
☐ Corporation ☐ Cooperative ☒ Limited liability company
5. Federal Identification No. or Social Security No. [REDACTED]
6. North Dakota Sales and Use Tax Permit No. [REDACTED]
7. If a corporation, specify the state and date of incorporation _____
8. Name and title of individual to contact Marc Wolff
Mailing address 4055 41st Ave S
City, State, Zip Fargo, ND 58104 Phone No. 701-551-8701

Project Operator's Application For Tax Incentives

9. Indicate the tax incentives applied for and terms. Be specific. *PILOT based on 5 years at 100%, 5 years at 50%*
☐ **Property Tax Exemption**
 _____ Number of years 2021 Beginning year 2030 Ending year
 _____ Percent of exemption _____ Amount of annual payments (attach schedule if payments will vary)
10. Which of the following would better describe the project for which this application is being made:
☒ New business project ☐ Expansion of a existing business project

11. Legal description of project real property

Lots Four, Five and Six, in Block Eight, of Marydale Addition to the City of Fargo, Cass County, North Dakota, and
Lots Two and Three, in Block Two, of Brunsdale First Addition to the City of Fargo, Cass County, North Dakota,
01-0265-00121-000.

12. Will the project property be owned or leased by the project operator? ☒ Owned ☐ Leased

If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?

☐ Yes ☐ No

If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.

13. Will the project be located in a new structure or an existing facility? ☐ New construction ☒ Existing facility

If existing facility, when was it constructed? 1984

If new construction, complete the following:

a. Estimated date of commencement of construction of the project covered by this application _____

b. Description of project to be constructed including size, type and quality of construction

c. Projected number of construction employees during the project construction _____

14. Approximate date of commencement of this project's operations Estimated Q2 of 202115. Estimated market value of the property used for this project:

a. Land \$ 900,000

b. Existing buildings and structures for which an exemption is claimed..... \$ 3,800,000

c. Newly constructed buildings and structures when completed \$ 2,000,000

d. Total \$ 6,700,000

e. Machinery and equipment \$ 1,500,000

Land Tax Approx \$13,100

16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:

a. Land (not eligible) [REDACTED]

b. Eligible existing buildings and structures \$ 190,000

c. Newly constructed buildings and structures when completed \$ 100,000

d. Total taxable valuation of property eligible for exemption (Add lines b and c) \$ 290,000

e. Enter the consolidated mill rate for the appropriate taxing district 292.44
275.32

f. Annual amount of the tax exemption (Line d multiplied by line e) \$ 79,842.80

Description of Project Business

Note: "project" means a newly established business or the expansion portion of an existing business. Do not include any established part of an existing business.

17. Type of business to be engaged in: ☐ Ag processing ☒ Manufacturing ☐ Retailing
☐ Wholesaling ☐ Warehousing ☐ Services

18. Describe in detail the activities to be engaged in by the project operator, including a description of any products to be manufactured, produced, assembled or stored (attach additional sheets if necessary).

Aldevron will renovate the existing building to a state of the art biologics R&D and manufacturing facility to produce therapeutic products and reagents for biotechnology and pharmaceutical companies worldwide. Products to be manufactured will include plasmid DNA, mRNA and proteins for a variety of research grade applications.

19. Indicate the type of machinery and equipment that will be installed

Aldevron will install biologics manufacturing and analytical equipment including bioreactors, chromatography equipment, analytical instruments and genetic sequencers.

20. For the project only, indicate the projected annual revenue, expense, and net income (before tax) from either the new business or the expansion itself for each year of the requested exemption.

	New/Expansion Project only Year 1	New/Expansion Project only Year 2	New/Expansion Project only Year 3	New/Expansion Project only Year 4	New/Expansion Project only Year 5
Year (12 mo. periods)					
Annual revenue	4,794,572	5,513,758	6,340,821	7,291,945	8,385,736
Annual expense	3,883,603	4,466,144	5,136,065	5,906,476	6,792,446
Net income	910,969	1,047,614	1,204,756	1,385,469	1,593,290

21. Projected number and salary of persons to be employed by the project for the first five years:

Current positions & positions added the initial year of project

# Current Positions	New Positions Under \$13.00	New Positions \$13.01-\$15.00	New Positions \$15.01-\$20.00	New Positions \$20.01-\$28.00	New Positions \$28.01-\$35.00	New Positions Over \$35.00
416	0	0	20	24	5	2

Year	(Before project)	Year 1	Year 2	Year 3	Year 4	Year 5
No. of Employees	(1) 416	427	437	447	457	467
	(2)					
Estimated payroll	(1) 26.2mm	26.7mm	27.2mm	27.7mm	28.2mm	28.7mm
	(2)					

(1) - full time
(2) - part time

Previous Business Activity

22. Is the project operator succeeding someone else in this or a similar business? ☐ Yes ☒ No
23. Has the project operator conducted this business at this or any other location either in or outside of the state?
☒ Yes ☐ No
24. Has the project operator or any officers of the project received any prior property tax incentives? ☒ Yes ☐ No
 If the answer to 22, 23, or 24 is yes, give details including locations, dates, and name of former business (attach additional sheets if necessary).
Presently operating at 3233 15th St S, 3239 15th St S, 3301 S University, 4837 Amber Valley Parkway, and 4055 41st Ave S in Fargo as Aldevron. Tax exemption for 4055 41st Ave S received in 2019.

Business Competition

25. Is any similar business being conducted by other operators in the municipality? ☐ Yes ☒ No
 If YES, give name and location of competing business or businesses

 Percentage of Gross Revenue Received Where Underlying Business Has ANY Local Competition %

Property Tax Liability Disclosure Statement

26. Does the project operator own real property in North Dakota which has delinquent property tax levied against it? ☐ Yes ☒ No
27. Does the project operator own a greater than 50% interest in a business that has delinquent property tax levied against any of its North Dakota real property? ☐ Yes ☒ No
 If the answer to 26 or 27 is Yes, list and explain

Use Only When Reapplying

28. The project operator is reapplying for property tax incentives for the following reason(s):
- ☐ To present additional facts or circumstances which were not presented at the time of the original application
 - ☐ To request continuation of the present property tax incentives because the project has:
 - ☐ moved to a new location
 - ☐ had a change in project operation or additional capital investment of more than twenty percent
 - ☐ had a change in project operators
 - ☐ To request an additional annual exemption for the year of _____ on structures owned by a governmental entity and leased to the project operator. (See N.D.C.C. § 40-57.1-04.1)

Notice to Competitors of Hearing

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, Brian Walters, do hereby certify that the answers to the above questions and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.


Signature

President, Antibody BU
Title

8/21/2020
Date

PRIVACY ACT NOTIFICATION

In compliance with the Privacy Act of 1974, disclosure of a social security number or Federal Employer Identification Number (FEIN) on this form is required under N.D.C.C. §§ 40-57.1-03, 40-57.1-07, and 57-01-15, and will be used for tax reporting, identification, and administration of North Dakota tax laws. Disclosure is mandatory. Failure to provide the social security number or FEIN may delay or prevent the processing of this form.

Certification of Governing Body (To be completed by the Auditor of the City or County)

The municipality shall, after granting any property tax incentives, certify the findings to the State Tax Commissioner and Director of Tax Equalization by submitting a copy of the project operator's application with the attachments. The governing body, on the ____ day of _____, 20____, granted the following:

- | | |
|--|--|
| <input type="checkbox"/> Property Tax Exemption | <input type="checkbox"/> Payments in lieu of taxes |
| ____ Number of years | ____ Beginning year ____ Ending year |
| ____ Percent of exemption | ____ Amount of annual payments (Attach schedule if payments will vary) |

Auditor

Aldeveron - PILOT Schedule

Years 1-5	\$		Years 1-5	\$	
Years 6-10	\$	39,922.00	Year 6	\$ 46,817	
			Year 7	\$ 47,754	
			Year 8	\$ 48,709	
			Year 9	\$ 49,683	
			Year 10	\$ 50,676	

CITY OF FARGO ASSESSMENT DEPARTMENT

Project Operator	Aldevron
Parcel Number	01-0265-00121-000
Address	3001 University Dr S
Date Application Received	8/24/2020
1st Publication Date	9/2/2020
2nd Publication Date	9/9/2020
TRC Meeting Date	9/22/2020
Commission Hearing Date	10/5/2020
Notice Delivery To School/County	8/24/2020
School/County 30-Day Response	9/23/2020
Exemption Type	PILOT
Estimated Improvements Value	\$5,800,000
Land Value	\$900,000
Anticipated Tax Growth	2.0%
Current Mill Levy @ Approval	292.44
Number of Years Granted	10

BENEFIT SUMMARY (PILOT TERM)	
Full Taxes (w/o Incentives)	
Land	\$131,598
Building	\$928,620
Total	\$1,060,218
Benefit	\$0
Full Incentive	
Land	\$131,598
Building	\$243,639
Total	\$375,237
Total Estimated Benefit	\$684,981
Partial Incentive (County Opt-Out)	
Total Tax (L&B)	\$476,514
Total Estimated Benefit	\$371,562

	% Ex	City PILOT Pymt	Full Bldg Tax	Benefit	PILOT & Tax	Full Land Tax
1	100%	\$0	\$84,808	\$84,808	\$13,160	\$13,160
2	100%	\$0	\$86,504	\$86,504	\$13,160	\$13,160
3	100%	\$0	\$88,234	\$88,234	\$13,160	\$13,160
4	100%	\$0	\$89,999	\$89,999	\$13,160	\$13,160
5	100%	\$0	\$91,798	\$91,798	\$13,160	\$13,160
6	50%	\$46,817	\$93,634	\$46,817	\$59,977	\$13,160
7	50%	\$47,754	\$95,507	\$47,754	\$60,913	\$13,160
8	50%	\$48,709	\$97,417	\$48,709	\$61,868	\$13,160
9	50%	\$49,683	\$99,366	\$49,683	\$62,843	\$13,160
10	50%	\$50,676	\$101,353	\$50,676	\$63,836	\$13,160
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
TOTALS		\$243,639	\$928,620	\$684,981	\$375,237	\$131,598
Annual Land Tax		\$13,160				

NOTICE OF HEARING
2019 New Construction City Ordered Sidewalks
Project SN-19-A

39f

The following Special Assessment List for the expense of construction, or rebuilding sidewalks ordered by the Board of City Commissioners of the City of Fargo, North Dakota, to be constructed by the person or firm employed and under contract to construct Sidewalks and Approaches with the City of Fargo at the expense of lots or parcels of land adjoining such Sidewalks and Approaches is returned by the City Engineer of the City of Fargo and filed in the office of the City Auditor as follows:

Parcel Number	Address	Assessment
01-2571-00031-000	1727 32 AVE S	5,522.40
01-2572-00010-000	1720 32 AVE S	7,816.32
01-1445-00114-020	3001 39 ST S UNIT A	5,959.80
01-8425-00030-000	2975 39 ST S	13,355.10
01-8569-00300-000	3002 39 ST S	5,464.80
01-8569-00400-000	3042 39 ST S	5,692.50
01-1240-01110-000	1418 20 ST S	594.72
01-8535-00100-000	3110 39 ST S	9,187.20
01-1240-00850-000	1405 19 ST S	382.32
01-1240-00570-000	1421 18 ST S	1,274.40
01-1240-00420-000	1432 18 ST S	2,293.92
01-1240-00810-000	1410 19 ST S	1,062.00
01-1240-00210-000	1901 14 AVE S	1,030.14
01-1240-00260-000	2001 14 AVE S	2,183.00
01-1240-01390-000	1434 21 ST S	764.64
01-3660-00801-030	5950 14 ST S	5,187.60
01-1240-00500-000	1406 18 ST S	223.02
01-1240-01230-000	1429 20 ST S	318.60
01-1240-00370-000	1414 18 ST S	562.86
01-1240-01360-000	1446 21 ST S	1,338.12
01-1240-00750-000	1434 19 ST S	1,157.58
01-1240-00310-000	1302 18 ST S	1,391.22
01-1240-00820-000	1406 19 ST S	1,348.74
01-1240-00410-000	1428 18 ST S	1,529.28
01-1480-00040-000	1417 21 ST S	817.74
01-2710-00213-000	2302 UNIVERSITY DR S	191.16
01-4009-00020-000	2713 26 AVE S	276.12
01-1445-00010-000	3141 39 ST S	11,840.40
01-1445-00111-010	3021 39 ST S UNIT A	4,078.80
01-8545-00103-000	2948 41 ST S	14,889.60
01-1240-00160-000	1801 14 AVE S	201.78
01-1240-00320-000	1306 18 ST S	4,490.49
01-1240-00690-000	1458 19 ST S	1,040.76
01-6030-00505-000	3070 39 ST S	6,316.20
01-1240-00540-000	1409 18 ST S	1,423.08
01-4009-00040-000	2719 26 AVE S	191.16
01-1240-01030-000	1450 20 ST S	446.04
01-1240-01470-000	2016 14 AVE S	1,072.62
01-1240-01220-000	1425 20 ST S	1,653.18
01-1240-00240-000	1913 14 AVE S	769.95

01-1445-00083-000	3101 39 ST S	6,098.40
01-1480-00010-000	1401 21 ST S	535.25
01-1240-01240-000	1433 20 ST S	594.72
01-1240-00470-000	1452 18 ST S	3,127.59
01-4009-00160-000	2901 26 AVE S	174.17
01-1240-01090-000	1426 20 ST S	2,081.52
01-1240-00630-000	1445 18 ST S	964.06
01-1240-01050-000	1442 20 ST S	2,008.36
01-4009-00120-000	2813 26 AVE S	186.91
01-1240-01280-000	1449 20 ST S	361.08
01-1240-01160-000	2002 14 AVE S	2,739.96
01-1240-00220-000	1905 14 AVE S	254.88
01-1240-00380-000	1418 18 ST S	775.26
01-1480-00110-000	1305 21 ST S	1,800.09
01-1240-00890-000	1421 19 ST S	1,773.54
01-0980-00290-000	1501 1 AVE S	4,399.20
01-1240-01200-000	1417 20 ST S	594.72
01-1240-00190-000	1813 14 AVE S	732.78
01-1240-01140-000	1406 20 ST S	573.48
01-1240-00790-000	1418 19 ST S	1,062.00
01-1240-00580-000	1425 18 ST S	807.12
01-4009-00060-000	2725 26 AVE S	191.16
01-4009-00280-000	3013 26 AVE S	223.02
01-4009-00720-000	3108 26 AVE S	280.37
01-4009-00320-000	3101 26 AVE S	180.54
01-1480-00020-000	1405 21 ST S	581.98
01-1240-01040-000	1446 20 ST S	531.00
01-0191-00391-000	2702 26 AVE S	191.16
01-1240-00180-000	1809 14 AVE S	584.10
01-4009-00400-000	2708 26 AVE S	186.91
01-1480-00100-000	1301 21 ST S	573.48
01-1240-00610-000	1437 18 ST S	573.48
01-1240-00290-000	2013 14 AVE S	329.22
01-1480-00070-000	1429 21 ST S	775.26
01-4009-00700-000	3102 26 AVE S	106.20
01-1240-00740-000	1438 19 ST S	2,322.24
01-8573-00010-000	5410 37 AVE S	2,257.20
01-1240-00510-000	1402 18 ST S	754.02
01-1240-01130-000	1410 20 ST S	764.64
01-3802-00421-000	4231 15 AVE S	11,008.80
01-4009-00200-000	2913 26 AVE S	191.16
01-4009-00460-000	2726 26 AVE S	195.41
01-1240-00460-000	1448 18 ST S	1,529.28
01-1240-00640-000	1449 18 ST S	74.34
01-1240-00840-000	1401 19 ST S	775.26
01-1240-00910-000	1429 19 ST S	1,486.80
01-3804-00513-000	3911 20 AVE S	20,685.60
01-1240-00360-000	1410 18 ST S	2,328.44
01-0275-00010-000	4301 EL TORA BLVD S	4,885.20
01-1240-00390-000	1420 18 ST S	318.60
01-1240-01410-000	1426 21 ST S	955.80
01-1240-00350-000	1314 18 ST S	552.24
01-1240-01300-000	1457 20 ST S	1,062.00
01-1240-00600-000	1433 18 ST S	1,598.31

01-1240-00950-000	1445 19 ST S	392.94
01-1240-00920-000	1433 19 ST S	446.04
01-1240-00760-000	1430 19 ST S	382.32
01-3500-00920-000	1337 21 ST S	161.42
01-8426-00010-000	1901 ROGER MARIS DR S	1,132.80
01-8571-01500-000	7400 23 ST S	35,461.91
01-1240-00400-000	1424 18 ST S	647.82
01-8535-00200-000	3120 39 ST S	12,969.00
01-1240-01370-000	1442 21 ST S	95.58
01-1240-00300-000	1310 21 ST S	577.73
01-1240-00450-000	1444 18 ST S	1,221.30
01-1240-00170-000	1805 14 AVE S	1,295.64
01-1240-01080-000	1430 20 ST S	292.05
01-4009-00340-000	3107 26 AVE S	191.16
01-1240-01330-000	1458 21 ST S	329.22
01-1240-00770-000	1426 19 ST S	690.30
01-1240-01420-000	1422 21 ST S	562.86
01-1240-00960-000	1449 19 ST S	913.32
01-1240-00930-000	1437 19 ST S	361.08
01-2840-02050-000	1826 23 ST S	1,497.42
01-1240-00550-000	1413 18 ST S	446.04
01-1240-00560-000	1417 18 ST S	987.66
01-1445-00117-000	3011 39 ST S	6,949.80
01-1240-00940-000	1441 19 ST S	1,178.82
01-1240-00660-000	1457 18 ST S	966.42
01-1240-00200-000	1817 14 AVE S	2,694.83
01-1240-00730-000	1442 19 ST S	679.68
01-1240-01100-000	1422 20 ST S	414.18
01-3660-00803-010	6046 14 ST S	3,702.60
01-1240-01430-000	1418 21 ST S	573.48
01-1240-00440-000	1440 18 ST S	1,709.82
01-1240-01190-000	1413 20 ST S	615.96
01-1240-01020-000	1454 20 ST S	191.16
01-1240-00330-000	1310 18 ST S	2,092.14
01-1240-00010-000	1302 21 ST S	3,207.24
01-1240-00800-000	1414 19 ST S	1,178.82
01-1480-00150-000	1321 21 ST S	955.80
01-1240-00230-000	1909 14 AVE S	1,083.24
01-1480-00075-000	1425 21 ST S	764.64
01-1240-00970-000	1453 19 ST S	1,263.78
01-2332-00262-010	4340 13 AVE S	6,930.00
01-1240-00430-000	1436 18 ST S	1,210.68
01-1240-01010-000	1458 20 ST S	658.44
01-1240-00590-000	1429 18 ST S	1,168.20
01-1240-01060-000	1438 20 ST S	785.88
01-1240-00700-000	1454 19 ST S	392.94
01-1480-00045-000	1413 21 ST S	2,388.32
01-1240-00280-000	2009 14 AVE S	1,316.88
01-1240-00340-000	1318 18 ST S	403.56

Notice: On 10/5/20 at 5:15 P.M. that the Board of City Commissioners of the

City of Fargo, North Dakota, will meet in the City Commissioners' Room, in the City Hall to approve said assessment list, at which time any person interested in said assessment list may be heard; and if said list is approved for collection, the amounts listed will become due ten days after approval and payable at the office of the City Auditor's Office. If not so paid the amounts shall bear interest at a rate not exceeding .75% per annum over the average net interest rate.

City Auditor's Office
Publish: (August 19 & 26, 2020)

NOTICE OF HEARING
2019 Re Construction City Ordered Sidewalks
Project SR-19-A

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The following Special Assessment List for the expense of construction, or rebuilding sidewalks ordered by the Board of City Commissioners of the City of Fargo, North Dakota, to be constructed by the person or firm employed and under contract to construct Sidewalks and Approaches with the City of Fargo at the expense of lots or parcels of land adjoining such Sidewalks and Approaches is returned by the City Engineer of the City of Fargo and filed in the office of the City Auditor as follows:

Parcel Number	Address	Assessment
01-2340-03648-000	1502 1 AVE N	10,470.60
01-2340-03739-000	1532 1 AVE N	9,572.28
01-2382-02232-010	101 10 ST N UNIT 1A	1,689.04
01-2382-02232-020	101 10 ST N UNIT 1B	1,689.04
01-2382-02232-030	101 10 ST N UNIT 2A	1,689.04
01-2382-02232-040	101 10 ST N UNIT 2B	1,689.04
01-2382-02232-050	101 10 ST N UNIT 2C	1,689.04
01-2382-02232-060	101 10 ST N UNIT 3A	1,689.04
01-1005-00180-000	3420 BOHNET BLVD N	5,501.16
01-1005-00470-000	3313 BOHNET BLVD N	586.22
01-1005-00910-000	129 EAGLE ST N	1,316.88
01-1005-00260-000	3401 BIRDIE ST N	382.32
01-1005-00100-000	3226 BOHNET BLVD N	2,909.88
01-1005-00440-000	3219 BOHNET BLVD N	1,104.48
01-1005-00040-000	3408 BIRDIE ST N	339.84
01-1005-00590-000	140 35 AVE NE	180.54
01-1005-00370-000	3220 PETERSON PKWY N	594.72
01-1005-00020-000	3420 BIRDIE ST N	1,699.20
01-8403-00010-000	2001 16 ST N	7,030.80
01-1150-00407-000	2131 16 ST N	7,219.80
01-4040-00030-000	15 SOUTH WOODCREST DR N	870.84
01-2340-03742-000	1550 1 AVE N	6,266.25
01-1005-00160-000	123 35 AVE NE	191.16
01-1005-00450-000	3301 BOHNET BLVD N	2,846.16
01-7150-00200-000	1375 21 AVE N	7,711.20
01-1005-00480-000	3319 BOHNET BLVD N	573.48
01-3300-02060-000	341 21 ST N	998.28
01-1005-00090-000	3302 BIRDIE ST N	885.71
01-2340-03630-000	1446 1 AVE N	3,780.00
01-1005-00630-000	164 35 AVE NE	276.12
01-1005-00210-000	3318 BOHNET BLVD N	1,093.86
01-1005-00460-000	3307 BOHNET BLVD N	5,341.27
01-4050-00050-000	47 SOUTH WOODCREST DR N	951.55
01-1005-00230-000	3307 BIRDIE ST N	1,189.44
01-1005-00190-000	3408 BOHNET BLVD N	2,601.90
01-1172-00420-000	2021 16 ST N	22,566.60
01-2340-03480-000	1432 1 AVE N	4,375.35
01-1150-00050-000	1321 19 AVE N	10,026.45
01-1005-00270-000	3407 BIRDIE ST N	722.16
01-1005-00580-000	134 35 AVE NE	2,739.96

01-1005-00250-000	3319 BIRDIE ST N	2,506.32
01-1005-00030-000	3414 BIRDIE ST N	499.14
01-1005-00283-000	141 35 AVE NE	3,366.54
01-1005-00340-000	3314 PETERSON PKWY N	1,614.24
01-1005-00560-000	122 35 AVE NE	3,101.04
01-1005-00880-000	3213 PETERSON PKWY N	1,104.48
01-2340-03793-000	1620 1 AVE N	16,559.65
01-1005-00060-000	3320 BIRDIE ST N	849.60
01-1005-00150-000	117 35 AVE NE	2,102.76
01-8590-00023-000	MUNICIPAL AIRPORT	8,183.70
01-8600-01600-000	1612 23 AVE N	5,947.20
01-8600-01861-000	1609 19 AVE N	14,590.80
01-1005-00540-000	104 35 AVE NE	1,412.46
01-1005-00290-000	3420 PETERSON PKWY N	191.16
01-1005-00120-000	3214 BOHNET BLVD N	201.78
01-1005-00410-000	3201 BOHNET BLVD N	3,186.00
01-1005-00130-000	3208 BOHNET BLVD N	966.42
01-1005-00200-000	3402 BOHNET BLVD N	382.32
01-1005-00720-000	142 EAGLE ST N	382.32
01-2340-03339-000	1418 1 AVE N	10,646.10
01-1005-00800-000	147 EAGLE ST N	201.78
01-1005-00430-000	3213 BOHNET BLVD N	1,433.70
01-1172-00200-000	1507 19 AVE N	6,274.80
01-1005-00310-000	3408 PETERSON PKWY N	1,138.46
01-1005-00780-000	135 EAGLE ST N	1,752.30
01-1005-00570-000	128 35 AVE NE	2,846.16
01-4040-00023-000	11 SOUTH WOODCREST DR N	361.08
01-1005-00700-000	130 EAGLE ST N	392.94
01-1005-00070-000	3314 BIRDIE ST N	679.68
01-1005-00510-000	3413 BOHNET BLVD N	764.64
01-1005-00281-000	157 35 AVE NE	1,465.56
01-1005-00380-000	3214 PETERSON PKWY N	754.02
01-1005-00550-000	116 35 AVE NE	2,856.78
01-1005-00790-000	141 EAGLE ST N	1,518.66
01-1005-00050-000	3402 BIRDIE ST N	573.48
01-7800-00100-000	1401 21 AVE N	10,168.20
01-1005-00690-000	3407 PETERSON PKWY N	955.80
01-1005-00500-000	3407 BOHNET BLVD N	212.40
01-1005-00490-000	3401 BOHNET BLVD N	955.80
01-1005-00350-000	3308 PETERSON PKWY N	2,490.51
01-1005-00240-000	3313 BIRDIE ST N	2,506.32
01-2382-02860-000	1001 1 AVE N	2,442.60
01-1005-00730-000	148 EAGLE ST N	573.48
01-1005-00420-000	3207 BOHNET BLVD N	2,833.42
01-1005-00760-000	166 EAGLE ST N	382.32

Notice: On 10/5/20 at 5:15 P.M. that the Board of City Commissioners of the City of Fargo, North Dakota, will meet in the City Commissioners' Room, in the City Hall to approve said assessment list, at which time any person interested in said assessment list may be heard; and if said list is approved for collection, the amounts listed will become due ten days

after approval and payable at the office of the City Auditor's Office. If not so paid the amounts shall bear interest at a rate not exceeding .75% per annum over the average net interest rate.

City Auditor's Office
Publish: (August 19 & 26, 2020)



TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Approval of Special Assessment Listing

DATE: September 4, 2020

The Auditor's Office and the Special Assessment office have prepared a listing of completed or capped capital improvement projects. These projects make up our special assessment list ready for certification. Part of the assessment process includes a hearing before the Special Assessment Commission where residents can have their questions regarding the assessments answered. All protesters are listed on the attached confirmation sheets.

Another part of the assessment process is a public hearing before the City Commission where citizens concerns regarding the special assessments are voiced and the City Commission will consider the citizens concerns and the recommendations of the Special Assessment Commission and consider approving the special assessments as presented.

In 2019, as part of the recommendations of the Special Assessment Task Force, the City Commission approved lowering the financing markup from 1% to .75% on all new bond issues. The attached list includes projects previously funded with bonds with covenants containing the 1% markup as well as projects that will be included in an upcoming bond issue.

Please consider approving the attached list of special assessments with the Special Assessment Commission's recommendation of approval. The Special Assessment Commission hearing date was September 2, 2020.

If you have any questions, please call me at 241-1301 or Dan Eberhardt at 241-1332.

Recommended Motion:

Move that the special assessment lists for the construction of the attached listed Improvement Districts be and the same are hereby approved and confirmed and ordered filed in the office of the City Auditor, that the City Auditor's Office be instructed to proceed to collect the assessments in the manner provided by law and that the interest rate be set at 1% per annum over the net rate on bonds for projects funded by prior bond issues and that the interest rate be set at .75% per annum over the net rate on bonds for the projects funded with the 2020 Refunding Improvement Bond issue.

The projects listed below were bonded previously with bond convenents that set the interest rate at 1% above the net rate on bonds

Project Number	Project Description	Project Location	RIB Number	Assessment Amount
BN-17-B	Sanitary Sewer, Water Main, Storm Sewer, Paving	19th Ave N-I-29 to 45th	329	8,926,846.48
PR-19-G	Mill & Overlay	Various	329	1,249,808.61
BR-18-A	Paving, Storm Sewer, Water Main, Sanitary, Sidewalks	Main Ave - 2nd to Broadway	333	2,173,768.30
BR-18-G	Watermain Replacement	4th St S - 2nd Ave to 12th Ave	333	1,484,516.76
FM-17-C	Levy & Pond	Bison Meadows	333	508,236.10
NN-17-A	Storm Sewer Lift and Retention Pond	Laverne's Addn	333	1,387,607.50
PN-18-C	Concrete Paving	Laverne's Addn	333	2,192,684.26
SL-17-B	Street Lights	13 Ave to I94 and Univ to 21 St	333	2,065,306.14

The projects listed below will be bonded with bond convenents that set the interest rate at .75% above the net rate on bonds

AN-19-G	Alley Paving	Roberts Alley between 1st & 2nd	336	289,964.54
BN-18-F	Sanitary Sewer, Water Main, Storm Sewer, Paving	Madelyn's Meadow	336	2,344,314.70
BN-19-A	Sanitary Sewer, Water Main, Storm Sewer, Paving	52nd Ave-45th to 63rd	336	10,633,239.60
BN-19-B	Sanitary Sewer, Water Main, Storm Sewer, Paving	Grayland 2nd	336	929,708.55
BN-19-C	Sanitary Sewer, Water Main, Storm Sewer, Paving	Golden Valley 2nd	336	816,110.15
BN-19-E	Sanitary Sewer, Water Main, Storm Sewer, Paving	Bison Meadow	336	525,062.90
BN-19-F	Sanitary Sewer, Water Main, Storm Sewer, Paving	Eagle Valley 3rd	336	1,553,243.85
BN-19-J	Sanitary Sewer, Water Main, Storm Sewer, Paving	Fitzsimmons	336	765,728.04
BR-18-B	Street Reconstruction	10 ST N-4th to 12 Ave	336	1,092,612.10
BR-18-F	Street Reconstruction	Roberts Street	336	621,371.45
DN-18-A	Drain 27 Improvements	Drain 27	336	489,781.28
FM-14-84	Flood Mitigation	2nd St S	336	94,470.00
NN-15-B	Storm Sewer Lift	Commerce on 12th	336	3,390,365.01
NN-18-A	Drain 27 Lift Station	Grayland 2nd	336	1,239,871.01
NR-17-B	Broadway Interceptor	Lift Station 1	336	278,469.22
NR-18-A	Storm Sewer Lift	Drain 27	336	209,799.30
PN-18-B	Concrete Paving Curb & Gutter	23 Ave at 41st St	336	1,445,549.36
PR-19-E	Seal Coat	Various	336	154,456.96
PR-19-F	Mill & Overlay	Various	336	802,728.59
SL-19-B	Street Light	Elm to Broadway 25th to 32nd Ave	336	893,257.68
SL-19-E	Street Light	Braodwy to 9th 15th to 17 Ave	336	156,789.01
SN-19A	Sidewalks Construction	Various	336	322,570.59
SR-19-A	Sidewalks Construction	Various	336	259,379.62
TN-19-A	Traffic Signal Improvements	University & 17 Ave S	336	267,327.98
UN-18-C	Sanitary Sewer, Water Main, Storm Sewer	Laverne's Addn	336	1,826,382.42

31,402,553.91

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TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE *KSC*

**RE: ISSUANCE OF REFUNDING IMPROVEMENT AND REFUNDING IMPROVEMENT
REFUNDING BONDS, SERIES 2020B AND SERIES 2020C**

DATE: SEPTEMBER 30, 2020

The City of Fargo will be issuing bonds on October 5, 2020. There are two bond issued being sold for two different purposes.

Series 2020B is new Refunding Improvement bond issue to reimburse our capital project fund for completed projects. Special assessments levied in 2020 with first collections in 2021 will repay this issue.

Series 2020C is a refinancing transaction of four previously issued Refunding Improvement bonds currently outstanding. Market conditions are very favorable and therefore, the Finance Committee recommended proceeding with this transaction. Savings will accrue into the debt service funds as required by North Dakota Century Code.

Our bond counsel, Dorsey & Whitney prepared resolutions that require your approval. These resolutions authorize the issuance of the bonds and the establishment of a debt service fund for Series 2020B.

Terri Heaton, our financial advisor will attend the meeting virtually to review the sale results and to field questions about the sale, if any.

Suggested Motion:

Accept the low bid for bond financings approving resolutions authorizing the issuance and the establishment of special assessment funds for Refunding Improvement Bonds Series 2020B and a resolution authorizing the issuance of Refunding Improvement Refunding Bonds Series 2020C

City of Fargo, North Dakota

Pre-Sale Summary for Issuance of Bonds

\$30,000,000 Refunding Improvement Bonds, Series 2020B

\$93,305,000 Taxable Refunding Improvement Refunding Bonds, Series 2020C

The City Commission has under consideration the issuance of bonds to (i) finance various improvement projects within the City (the "Series 2020B Bonds") and refund all or portions of four outstanding Refunding Improvement Bonds of the City (the "Series 2020C Bonds"). Together the Series 2020B Bonds and the Series 2020C Bonds are referred to as the Bonds. This document provides information relative to the proposed issuance.

On March 11, 2020, the World Health Organization declared the Coronavirus (COVID-19) to be a global pandemic. The municipal bond market experienced significant volatility in the weeks following this declaration. While market volatility has lessened since the onset of the pandemic, conditions could change in a way that impacts the City's ability to issue the proposed Bonds on the timeline, at the interest rate estimates, or under the method of sale presented in this Pre-Sale Summary. This document and corresponding schedules are based on estimates made at the time this document was prepared. In the time leading up to the City's sale, BTMA will continue to monitor the market on the City's behalf and, if necessary, work with the City to address issues and/or identify alternative approaches to the City's financing.

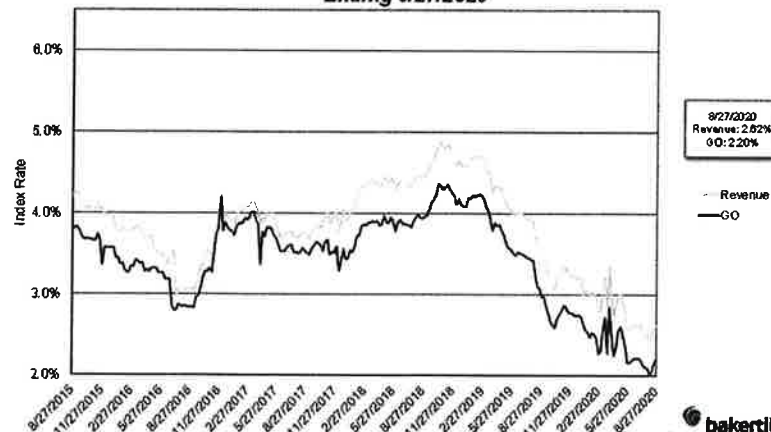
KEY EVENTS: The following summary schedule includes the timing of some of the key events that will occur relative to the bond issuance.

Week of September 21, 2020	Rating conference is conducted
October 5, 2020, 10:30 a.m.	Competitive bids are received
October 5, 2020, 5:00 p.m.	Council considers award of the Bonds
November 5, 2020	Proceeds are received

RATING: An application will be made to Moody's Investors Service (Moody's) for a rating on the Bonds. In January 2020, Moody's changed their rating designation on the City's outstanding general obligation bonds from "Aa1" to "Aa2".

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer's Index ("BBI") which measures the yield of high grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody's or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody's or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:

BBI 20-Bond (GO) and 25-Bond (Revenue) Indices for 5 Years
Ending 8/27/2020



Data Source: The Bond Buyer

Interest rates for the taxable municipal market are quoted as a spread to U.S. Treasury Securities. To give you an indication of the relative position of that market, the chart below tracks the yield of the 10-year and 30-year U.S. Treasury over the last five years:

10-year and 30-year Treasury Rates for Five Years Ending 8/27/2020



AUTHORITY: The Bonds are being issued pursuant to the North Dakota Century Code, Chapters 40-22 through 40-27.

\$30,000,000 Refunding Improvement Bonds, Series 2020B

Description of Issue

PURPOSE: The proceeds of the Series 2020B Bonds will be used to finance various utility, street, alley, street lighting and traffic control improvement projects within various improvement districts of the City.

SECURITY AND SOURCE OF PAYMENT: The special improvement warrants issued against the funds of such improvement districts and the special assessments levied for the improvements have been appropriated by the City to a special fund for the payment of the Series 2020B Bonds. The City is also required, by law, to levy a tax upon all taxable property within its corporate limits to restore any deficiency in the improvement district funds (assessments) for the payment of all warrants and interest thereon. The City is authorized to levy a tax whenever a deficiency is anticipated to occur within one year. Such tax levies are not subject to any constitutional or statutory limitation as to rate or amount. It is not anticipated that a tax levy will be needed to pay debt service on the Series 2020B Bonds.

Assessments in the amount of \$31,402,553.91 are expected to be filed in 2020 for first collection in 2021. Of this amount, \$4,547,861.10 of the assessments are anticipated to be deferred and begin collection in future years. For projection purposes, 81% of the deferred assessments are assumed to begin collection in five years and the remaining deferred assessments are anticipated to begin collection in three years. Assessments will be

collected over terms of 10, 15, 20 and 25 years and repaid in equal annual installments of principal and interest, with interest on the unpaid balance at a rate of 0.75% over the true interest rate on the Series 2020B Bonds. For projection purposes, we have used a rate of 2.82%.

Assessment income received by February 15 is expected to be sufficient to cover each May 1 principal and interest payment. Remaining assessments collected through October 15, and any funds collected but not applied on May 1, will be used to make each November 1 interest payment due in the year of collection.

**STRUCTURING
SUMMARY:**

The Series 2020B Bonds have been structured around the projected assessment income to provide for (i) an excess of assessment income over debt service of slightly less than \$500,000 in the first payment cycle and (ii) a relatively even annual surplus of revenues over projected debt service thereafter averaging approximately \$28,150. Due to the deferment of some special assessments, assessment income may continue beyond the final payment on the Series 2020B Bonds.

The principal amount of the Series 2020B Bonds has been increased to include financing costs. It is the City's policy not to assess financing costs. Since the assessments will carry a higher rate of interest than the Series 2020B Bonds, it is anticipated that a modest annual surplus will accumulate in the debt service fund.

Estimated interest rates applied in the structuring of the Series 2020B Bonds are based on market conditions and assume a reoffering premium. The underwriter will take their compensation from the reoffering premium with any remaining excess premium used to reduce the principal amount of the Series 2020B Bonds.

**SCHEDULES
ATTACHED:**

Schedules attached for the Series 2020B Bonds include:

- I. Summary of Capital Projects Funded by the Series 2020B Bonds (provided by City staff)
- II. Sources and Uses
- III. Pricing Summary
- IV. Semiannual Debt Service and Cash Flow Analysis, given the current market conditions
- V. Projected Aggregate Assessment Income, including assumed collections of deferred assessments

**RISKS/SPECIAL
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

Future assessment collections are expected to cover 100% of the debt service payments on the Series 2020B Bonds. If actual assessment collections are different than projected and assessment collections and/or a positive cumulative surplus in the debt service fund do not materialize, the City will be required to levy taxes or appropriate other available funds to make the debt service payments on the Series 2020B Bonds.

The Series 2020B Bonds are structured to result in proceeds generated from a reoffering premium bid. There is no guaranty that the winning bidder will price the Series 2020B Bonds with a reoffering premium in the amount that we have estimated, which could result in an issue size greater or less than what is published in the Preliminary Official Statement.

**SALE TERMS AND
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: The Series 2020B Bonds have been structured with two optional call dates as follows:

- The Series 2020B Bonds maturing on May 1, 2026 and May 1, 2027 may be prepaid at a price of par plus accrued interest on May 1, 2025. This early call provision will allow the City to apply prepaid assessments to call these two maturities.
- The Series 2020B Bonds maturing in the years May 1, 2030 through May 1, 2045 may be prepaid at a price of par plus accrued interest on May 1, 2029.

Bank Qualification: The City is issuing more than \$10 million in tax-exempt obligations in 2020; therefore, the Series 2020B Bonds will not be designated as bank qualified.

\$93,305,000 Taxable Refunding Improvement Refunding Bonds, Series 2020C

Description of Issue

PURPOSE:

The proceeds of the Series 2020C Bonds will be used to refund the following (collectively referred to as the "Prior Bonds"):

- the May 1, 2023 through May 1, 2037 maturities of the City's Refunding Improvement Bonds, Series 2011C, dated December 15, 2011 (the "Series 2011C Bonds"), in the aggregate principal amount of \$15,410,000;
- the May 1, 2022 through May 1, 2026 maturities of the City's Refunding Improvement Refunding Bonds, Series 2012A, dated April 26, 2012 (the "Series 2012A Bonds"), in the aggregate principal amount of \$13,410,000;
- the May 1, 2025 through May 1, 2039 maturities of the City's Refunding Improvement and Refunding Bonds, Series 2014D, dated June 25, 2014 (the "Series 2014D Bonds"), in the aggregate principal amount of \$33,285,000; and
- the May 1, 2026 through May 1, 2039 maturities of the City's Refunding Improvement Bonds, Series 2014F, dated December 22, 2014 (the "Series 2014F Bonds"), in the aggregate principal amount of \$27,695,000.

The following maturities of the Prior Bonds are not included in this refunding and will be paid as scheduled or redeemed prior to maturity with accumulated prepayments of assessments (if any):

- the Series 2012A Bonds: (i) the May 1, 2021 principal and interest payment and (i) the 2027 through 2029 maturities in the aggregate amount of \$3,820,000, which are expected to be redeemed on their first optional call date of May 1, 2021 from accumulated prepayments of special assessments;

- the Series 2014D Bonds: the May 1, 2021 through May 1, 2024 maturities (the May 1, 2022 and May 1, 2023 principal payments are subject to optional redemption at any time);
- the Series 2014F Bonds: the May 1, 2021 through May 1, 2025 maturities (the May 1, 2023 and May 1, 2024 principal payments are subject to optional redemption at any time).

The Prior Bonds were originally issued to finance improvement projects within various improvement districts of the City.

**SECURITY AND
SOURCE OF
PAYMENT:**

The special assessments pledged to the Prior Bonds will now be pledged to both the repayment of the Series 2020C Bonds and those maturities of the Prior Bonds not being refunded. The City is also required, by law, to levy a tax upon all taxable property within its corporate limits to restore any deficiency in the improvement district funds (assessments) for the payment of all warrants and interest thereon. The City is authorized to levy a tax whenever a deficiency is anticipated to occur within one year. Such tax levies are not subject to any constitutional or statutory limitation as to rate or amount.

With the exception of the Series 2011C Bonds, the special assessments originally filed with each of the Prior Issues have annual special assessment collections and cash balances sufficient to make the respective debt service payments. The special assessment collections for the Series 2011C Bonds have not been sufficient to cover the debt service payments on this issue. The estimated cash flow savings of \$2,040,000 over the remaining term of the Series 2011C Bonds will help reduce the projected annual shortfall of assessment collections attributable to this issue.

**STRUCTURING
SUMMARY:**

In consultation with the City, the Series 2020C Bonds have been structured to provide for approximately level annual debt service savings over a term matching that of the remaining terms of the Prior Bonds.

The issuance of the Series 2020C Bonds is being conducted as "crossover" advance refunding in which the proceeds of the Series 2020C Bonds will be placed in an escrow account with a major bank acting as escrow agent, certain amounts of which, will be invested in permitted securities. Any cash, these investments and their earnings are structured to pay the interest on the Series 2020C Bonds to and including the respective first optional call dates of the Prior Bonds at which time, the escrow agent will use monies available in the escrow to redeem the callable principal amounts of the Prior Bonds on their respective call dates specifically allocated for such purpose.

The City will make the regularly scheduled debt service payments on the Prior Issues through their respective call dates, or as discussed above, may redeem certain principal maturities with available prepayments of special assessments. After the respective call dates of the Prior Bonds, the City will begin making debt service payments on the Series 2020C Bonds, realizing debt service savings. A verification agent will be retained to verify the adequacy of the escrow account to satisfy its cash flow requirements.

The table below shows the details of the refunding of the Prior Issues and the projected savings net of the costs of issuance:

Refunding Issue				
Refunded Issue	2011C	2012A	2014D	2014F
Refunding Type	Crossover Advance	Crossover Advance	Crossover Advance	Crossover Advance
Taxability of Original Issue	Tax-Exempt	Tax-Exempt	Tax-Exempt	Tax-Exempt
Refunded Maturities	May 1, 2023 - 2037	May 1, 2022 - 2026	May 1, 2025 - 2039	May 1, 2026 - 2039
Refunded Principal	\$15,410,000	\$13,410,000	\$33,285,000	\$27,695,000
Call Date	May 1, 2022	May 1, 2021	May 1, 2022	May 1, 2023
Projected Savings				
NFV \$	\$2,044,433	\$926,820	\$7,150,823	\$6,323,799
NPV \$	\$1,722,719	\$870,686	\$5,916,665	\$5,174,680
NPV/Refunded D/S	11.179%	6.233%	14.935%	15.421%
Average Annual	\$127,509	\$155,152	\$397,107	\$372,060

SCHEDULES**ATTACHED:**

Schedules for the Series 2020C Bonds include:

- I. Refunding Summary
- II. Debt Service Comparison for the Prior Issues
- III. Debt Service to Maturity and to Call for the Prior Issues
- IV. Estimated Net Debt Service, given the current interest rate environment
- V. Estimated Escrow Fund Cashflow, given the current interest rate environment

**RISKS/SPECIAL
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Any projections included herein are estimates based on current market conditions.

**SALE TERMS AND
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: The Series 2020C Bonds maturing on or after May 1, 2031 may be prepaid at a price of par plus accrued interest on or after May 1, 2030.

Premium Bidding: While not amount is estimated, any excess proceeds generated as original issue premium and/or unused underwriter discount will be used to reduce the size of the borrowing.

Federal Considerations: The Tax Cuts and Jobs Act signed into law on December 22, 2017, prohibits the issuance of tax-exempt bonds to advance refund outstanding tax-exempt bonds after 2017. Federal limitations restricting the issuance of advance refunding bonds do not apply to taxable bonds that refund tax-exempt bonds. Therefore, the Series 2020B Bonds are being issued as taxable obligations. Interest cost savings from the issuance of taxable refunding bonds are possible because current taxable interest rates are projected to be lower than the tax-exempt rates when the Prior Bonds were originally issued.

Post Issuance Compliance

COMPLIANCE:

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements for the Series 2020B Bonds, and (ii) compliance with secondary disclosure requirements for both issues.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms, the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances, any "excess earnings" will need to be paid to the IRS to maintain the tax-exempt status of the Series 2020B Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined, based on actual facts, that they are not "excess earnings" as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The City expects to meet the six-month spending exception for the Series 2020B Bonds as the proceeds will be used to reimburse the City for funds used to cover costs during construction.

Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Series 2020B Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Series 2020B Bonds. These moneys should be monitored until the Series 2020B Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the City to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly currently provides secondary disclosure services to the City. Baker Tilly will work with City staff to include the Bonds under the existing Agreement for Municipal Advisor Services. We understand that arbitrage rebate responsibilities are being monitored through a third party contract.

**SUPPLEMENTAL
INFORMATION AND
BOND RECORD:**

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financings, bond records will be provided that contains pertinent documents and final debt service calculations for the transactions.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2020 Baker Tilly Municipal Advisors, LLC.

RESOLUTION DIRECTING THE ISSUANCE OF \$[PAR] REFUNDING
IMPROVEMENT BONDS, SERIES 2020B AND PRESCRIBING THE
TERMS AND COVENANTS THEREFOR

WHEREAS, the City Commission (the "Commission"), of the City of Fargo, Cass County, North Dakota (the "Issuer") has heretofore duly created the improvement districts as set forth in **Attachment A** hereto (the "Improvement Districts"), authorized the issuance of certain definitive warrants of the Issuer (the "Warrants") for each such Improvement District in the amounts set forth in **Attachment A** hereto for the construction of improvements in the related Improvement District (the "Improvements") and established special funds for each Improvement District (the "Special Funds", each a "Special Fund");

WHEREAS, the Issuer desires to issue a series of its refunding improvement bonds (the "Bonds") to finance the Improvements;

WHEREAS, the Issuer is authorized by North Dakota Century Code Chapter 40-27 (the "Act") to issue such Bonds;

WHEREAS, the Issuer desires to provide for the payment of such refunding improvement bonds through a pledge of the Warrants;

WHEREAS, such Bonds shall be payable solely out of moneys in the Special Funds from which the Warrants are payable;

WHEREAS, pursuant to North Dakota Century Code Section 40-26-08, whenever all special assessments, revenues and taxes, if any, appropriated and theretofore collected for an Improvement are insufficient to pay principal or interest then due on the related Warrants, the Issuer shall levy a tax upon all of the taxable property in the Issuer for the payment of such deficiency; and

WHEREAS, in and by the resolution adopted by the Issuer on this date, entitled "RESOLUTION SELLING, ESTABLISHING TERMS AND DIRECTING ISSUANCE OF DEFINITIVE IMPROVEMENT WARRANTS ON THE FUNDS OF CERTAIN IMPROVEMENT DISTRICTS, AND PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR THE SUPPORT AND MAINTENANCE OF SAID FUNDS" the Issuer has issued Warrants in the aggregate principal amount of \$[PAR] payable from the Special Funds of the respective Improvement Districts, subject to the terms, provisions and covenants set forth in the resolution, which resolution is incorporated herein and made a part hereof;

BE IT RESOLVED by the Commission of the Issuer, as follows:

1. Findings. It is hereby found, determined, and declared that said Warrants were duly and legally authorized under authority of and in accordance with the provisions of Title 40 of the North Dakota Century Code, as amended; that there is not at the present time in the Special Funds sufficient money to pay the Warrants drawn thereon with interest, and by the exchange of said Warrants for the Bonds the interest rate and interest costs thereon will be substantially reduced, and the general tax which the Issuer may become obligated to levy for any deficiencies in said funds can be reduced and equalized, and the burden on the taxpayers and property owners will be

substantially reduced; that said Warrants are subject to exchange at the option of the Issuer for the purpose of issuing refunding improvement bonds or warrants of the Issuer in accordance with the provisions of Chapter 40-27, North Dakota Century, Code; that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen, and to be performed precedent to the issuance of the Bonds hereinafter described have been done, do exist, have happened, and have been performed in due form, time and manner as so required; and that the issuance of the Bonds is necessary and expedient and for the best interest of the Issuer and its inhabitants, taxpayers, and the owners of property liable to be assessed for said Improvements.

2. Sale of Bonds; Award. Pursuant to the Official Terms of Offering and Official Statement prepared on behalf of the Issuer by Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota, sealed proposals for the purchase of the CITY OF FARGO REFUNDING IMPROVEMENT BONDS, SERIES 2020B (the "Bonds") were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [Purchaser], of [City, State], (the "Purchaser"), to purchase the Bonds in a principal amount of \$[] at a price of \$[]. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Auditor are hereby authorized and directed to execute a contract on behalf of the Issuer for the sale of the Bonds in accordance with the Official terms of Offering and the Official Statement. The good faith deposit of the Purchaser shall be retained and deposited by the Issuer until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement.

3. Form of Bonds. The Bonds shall be in substantially the form attached as **Attachment B** hereto.

4. Terms, Execution and Delivery.

(a) Maturities; Interest Rates; Denominations and Payment. The Bonds shall be dated originally as of November 5, 2020, shall be in the denomination of \$5,000 each or any integral multiple thereof, of single maturities, shall mature on May 1 in the years and amounts stated below, and shall bear interest from date of original issue until paid or duly called for redemption at the respective annual rates stated opposite their maturity years:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2021			2032		
2022			2033		
2023			2034		
2024			2035		
2025			2036		
2026			2037		
2027			2038		
2028			2039		
2029			2040		
2030			2041		
2031			2045		

The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 13 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

(b) Dates and Interest Payment Dates. Each Bond shall bear a date of original issue as of the date on which the Bonds are delivered to the purchaser. Upon initial delivery of the Bonds pursuant to Section 8 and upon any subsequent transfer or exchange pursuant to Section 5, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on each May 1 and November 1, commencing May 1, 2021, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day.

(c) Redemption. Bonds maturing on May 1 in the years 2021 through 2025 will not be subject to payment in advance of their respective stated maturity dates.

Bonds maturing on May 1 in the years 2026 through 2027 are subject to optional redemption on or after May 1, 2025 at a price of par plus accrued interest to the date of redemption.

Bonds maturing on May 1 in the years 2028 and 2029 will not be subject to payment in advance of their respective stated maturity dates; and

Bonds maturing on May 1 in the years 2030 through 2045 are subject to optional redemption on or after May 1, 2029 at a price of par plus accrued interest to the date of redemption.

[The Bonds maturing May 1, 20[]], shall be known as Term Bonds. The Term Bonds are subject to mandatory sinking fund redemption in part at a Redemption Price equal to 100% of the

principal amount thereof, together with accrued interest to the Redemption Date on May 1 of the following years and in the following principal amounts:

Redemption (May 1)	Date	Principal Amount
20[]		\$[]
20[]*		[]
<hr/>		
*Maturity]		

In the event any Bond is called for redemption prior to maturity, the Issuer will cause a notice of redemption to be sent to the Bond Registrar, Paying Agent and the registered owners of the Bonds called for redemption at least twenty (20) days before the date specified for redemption at the address shown on the registration books of the Bond Registrar. Within ten (10) days before the thirtieth (30th) day prior to any specified redemption date, if less than all Bonds of a single maturity are to be redeemed the Bond Registrar will select for redemption (by lot or in such manner as the Bond Registrar may determine) from all outstanding Bonds of the applicable maturity a principal amount of such Bonds equal to the aggregate principal amount of such Bonds to be redeemed, and will call such Bonds or portions thereof for redemption on such Redemption Date; provided that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof and that in selecting Bonds for redemption, the Bond Registrar shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If less than all Bonds are to be optionally redeemed, the maturity or maturities of the Bonds to be redeemed shall selected by the Issuer.

(d) Initial Registrar. Books for the registration and for the transfer of the Bonds as provided in this Resolution shall be kept by the City Auditor of the Issuer, which is hereby appointed the Bond Registrar, Transfer Agent and Paying Agent (the "Registrar").

5. Transfer and Exchange. The Bonds are transferable upon the books of the Issuer at the principal office of the Bond Registrar by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of the same series of other authorized denominations. Upon such transfer or exchange the Issuer will cause a new Bond or Bonds of the same series to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Bonds.

The Issuer and the Bond Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

6. Bonds Mutilated, Destroyed, Lost, or Stolen. If any Bond shall become mutilated or be destroyed, lost, or stolen, the Issuer in its discretion may execute and upon its request, the Bond Registrar shall authenticate and deliver a new Bond of the same series in exchange for the mutilated Bond or in lieu of and substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the applicant shall furnish to the Issuer and to the Bond Registrar in a form satisfactory to both (i) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the applicant's Bond and of the ownership thereof and (ii) in the case of any destroyed, lost, or stolen Bond, such security or indemnity as may be required by them to save each of them harmless from all risks, however remote. The Bond Registrar may authenticate any Bond issued upon such exchange or substitution and deliver such Bond upon the request of the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Issuer or the Bond Registrar.

If any Bond that has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, instead of issuing a Bond in exchange or substitution therefor, the Issuer may pay or authorize the payment of such Bond (without surrender thereof except in the case of a mutilated Bond) if the applicant for such payment shall furnish to the Issuer and to the Bond Registrar evidence to the satisfaction of the Issuer and the Bond Registrar of the mutilation, destruction, loss, or theft of such Bond and the ownership thereof and, in the case of any destroyed, lost, or stolen Bond, such security or indemnity as they may require to save them harmless from all risks.

Every Bond issued pursuant to the provisions of this Section in exchange or substitution for any Bond of the same series that is mutilated, destroyed, lost, or stolen shall constitute an additional contractual obligation of the Issuer, whether or not the destroyed, lost, or stolen Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the respect to the replacement or payment mutilated, destroyed, lost, or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

7. Cancellation and Disposition of Bonds. All mutilated Bonds, all Bonds surrendered for exchange or transfer, all Bonds that have been paid at maturity or upon prior redemption, and all Bonds surrendered to the Issuer for cancellation shall be canceled by the Bond Registrar.

8. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Auditor and shall be executed and authenticated on behalf of the Issuer by the signatures of the Mayor and the City Auditor. All signatures may be printed, lithographed or engraved facsimiles of the original. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on

different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared and executed, the Issuer shall deliver the same to the Purchaser in exchange for the warrants of the Improvement Districts in the same aggregate principal amount, heretofore purchased by the Purchaser, and the Issuer shall pay to the Purchaser the interest accrued to the date of exchange of said warrants less the amount of interest accrued to said date on the Bonds, all in accordance with the agreement heretofore made and entered into relative to the refunding of the warrants, which agreement is hereby approved, ratified and confirmed.

In the event of the absence or unavailability of the Mayor, the City Auditor, or other appropriate officer of the City, the Bonds and the other documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the City to act on behalf of the Mayor, the City Auditor, or other officer of the Issuer in such circumstances, including, without limitation, the Deputy Mayor and the Deputy City Auditor, as the case may be.

9. Establishment of Bond Fund. There shall be and is hereby created a special fund to be maintained by the City Auditor separate and apart from all other funds of the Issuer, to be designated as the SERIES 2020B REFUNDING IMPROVEMENT BOND FUND (herein referred to as the "Bond Fund"). To the Bond Fund shall be credited the Warrants when received by the City Auditor, which Warrants shall thereupon become and shall thereafter be held as an asset of said fund, and the proceeds of all collections on said Warrants so acquired shall be held by the Issuer in trust for the use and benefit of the holders from time to time of the Bonds to the extent such Warrants remain outstanding. The Special Funds of the Improvement District described in the resolution referred to in paragraph 1 hereof shall be continued and payments shall be made therefrom on the Warrants drawn thereon in the same manner as though said Warrants had not been exchanged. All payments of principal and interest made on said Warrants shall be credited to the Bond Fund and shall be used and applied in payment of the principal of and interest on the Bonds as such principal and interest become due.

10. Covenants. The Issuer hereby covenants and agrees with the holders from time to time of the Bonds issued pursuant hereto:

(a) That it will use due diligence to collect all amounts due on the Warrants and to levy and collect the special assessments, revenues, and taxes, if any, appropriated for their payment.

(b) That it will preserve and enforce for the benefit of the holders from time to time of the Bonds all of the rights, powers, and privileges reserved, to the holders of the Warrants, and all of the covenants of the Issuer as provided in the resolution authorizing the issuance of the Warrants.

(c) That at the time and in the manner prescribed by § 40-26-08, North Dakota Century Code, as amended, this governing body will levy general taxes on all taxable property in the corporate limits of the Issuer for the payment of any deficiency in any Special Fund and will cause the proceeds thereof to be applied in payment of the principal of and interest on the then unpaid Warrants drawn on said Special Fund, provided that the Issuer reserves the right to levy taxes in

the manner and to the extent permitted by law for payment and discharge of any deficiency in said Special Funds prior to the date upon which it may become obligatory to levy such deficiency taxes, and the amounts thereof shall be credited against the levies which the Issuer might otherwise have been obligated to make.

(d) That in the event the moneys in the Bond Fund should at any time be insufficient to meet all payments of principal and interest then due on the Bonds, said moneys shall be first used to pay the interest accrued on all outstanding Bonds, and the balance shall be applied in payment of the principal of said Bonds in order of their maturity dates, earliest maturities first, Bonds bearing the same maturity dates being paid pro rata. The Issuer reserves the right and privilege of refunding any of such matured Bonds for the payment of which moneys are not at the time available by issuing new bonds payable from said Bond Fund, which bonds shall be on a parity with those theretofore issued as to interest charges thereon, but the maturity thereof shall be subsequent to the maturity of all Bonds payable from said fund and then outstanding, provided that no holder of Bonds herein authorized to be issued shall be obligated to accept any such bond in exchange for any of such matured Bond.

(e) The Issuer hereby reserves the right to issue additional improvement warrants and refunding improvement bonds, payable on a parity with the Bonds issued hereunder and the Warrants exchanged for the Bonds, to the extent required to complete the Improvements presently proposed for the Improvement Districts and to be financed by the issuance of the additional improvement warrants exchanged for additional revenue bonds.

(f) The Issuer hereby pledges all Warrants and the payments thereon to the payment of the principal of, and interest on, the Bonds.

11. Payment and Discharge; Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to all or a portion of the Bonds which are due on any date by depositing with the Paying Agent on or before that date a sum sufficient for the payment of the principal thereof, and interest accruing thereon to such duty in full. If any Bond shall not have been paid when due, the same may nevertheless be discharged by depositing with the Paying Agent a sum sufficient for the payment of the principal thereof in full with interest accrued thereon from the date to which interest has been paid to the date of such deposit and payment to the owners thereof. The Issuer may also discharge its obligations with respect to all or a portion of the Bonds, by depositing with the paying agent on or before that date an amount equal to the principal, interest and redemption premium, if any, which are due on the maturity date, or earlier redemption date selected by the Issuer, provided that notice of such redemption has been duly given as provided herein. The Issuer may also at any time discharge its obligations with respect to all or a portion of the Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or financial institution qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be sufficient to pay all principal, interest, and redemption premium to become due thereon to maturity or the date of earlier redemption selected by the Issuer. If less than all of the Bonds are to be discharged pursuant to this paragraph, the maturity date, the

mandatory sinking fund redemption requirement with respect to Term Bonds, and series may be selected by the Issuer in its sole discretion.

12. Authentication of Transcript. The officers of the Issuer are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the Issuer as to the correctness of all statements contained therein.

13. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is

registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the Issuer may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Issuer is hereby confirmed and ratified.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates. Any successor depository must be both a "clearing corporation" as defined in North Dakota Century Code, Section 41-08-02 and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended.

14. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

(a) Tax Covenant. The Issuer covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and Regulations, Amended Regulations, and Proposed Regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

(b) Arbitrage Certification. The Mayor and the City Auditor being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are

authorized and directed to execute and deliver a certificate in accordance with the provisions of the Code and applicable Treasury Regulations (the "Regulations"), stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of the Code and Regulations.

(c) Rebate. The Issuer acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code. The Issuer covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for one of the exceptions from the rebate requirement under Section 1.148-7 of the Regulations and no "gross proceeds" of the Bonds (other than amounts constituting a "bona fide debt service fund") arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Auditor is hereby authorized and directed to execute a Rebate Certificate, in the form prescribed by Bond Counsel, and the Issuer hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

(d) Not Qualified Tax Exemption Obligations. The Bonds are not designated as "qualified tax-exempt obligations" for purpose of Section 265(b) of the Code.

(e) Reimbursement. The Issuer certifies that the proceeds of the Bonds will not be used by the Issuer to reimburse itself for any expenditure with respect to the Improvements which the Issuer paid or will have paid prior to the issuance of the Bonds unless, with respect to such prior expenditures, the Issuer shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to "preliminary expenditures" for the Improvements as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the "issue price" of the Bonds.

(f) Continuing Disclosure. The City Auditor is hereby authorized to execute, on behalf of the Issuer, the Continuing Disclosure Certificate in a form substantially similar to that attached as **Attachment C** hereto, which is hereby incorporated herein and made a part hereof.

(g) Official Statement. The form of Official Statement relating to the Bonds prepared and distributed on behalf of the Issuer by Baker Tilly Municipal Advisors, LLC, is hereby approved, and the officers of the Issuer are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency thereof.

Mayor

Attest:

City Auditor

COMMISSIONER _____ introduced the following resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS _____.

The following were absent and not voting: _____,
and the following voted against the same: _____,
whereupon the resolution was declared duly passed and adopted.

CERTIFICATE

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that the preceding resolution attached hereto is a full, true, and correct copy of the RESOLUTION DIRECTING THE ISSUANCE OF \$[PAR] REFUNDING IMPROVEMENT BONDS, SERIES 2020B AND PRESCRIBING THE TERMS AND COVENANTS THEREFOR adopted by the governing body of the City of Fargo at the meeting held on October 5, 2020, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this _____ day of October, 2020.

City Auditor

(S E A L)

Attachment A

**LIST OF IMPROVEMENT DISTRICTS WITH ESTIMATED PRINCIPAL AMOUNTS,
LEVY YEARS, AMOUNTS, AND YEARS OF PAYMENT FOR EACH**

District Designation	Aggregate Principal Amount	Levy Years (Inclusive)	Amounts and Payment Years
PC Concrete Alley Paving & Incidentals Improvement District No. AN-19-G	\$289,964.54	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incidentals Improvement District No. BN-18-F	\$2,344,314.70	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Grading, Salvaged Base, PC Concrete Pavement, Hot Mix Asphalt, Storm Drain, Street Lighting, Traffic Signals, Pavement Marking, Shared Use Path, Sidewalk, Bridge, Water Main & Incidentals Improvement District No. BN-19-A	\$10,633,239.60	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals Improvement District No. BN-19-B	\$929,708.55	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & Incidentals Improvement District No. BN-19-C	\$816,110.15	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Storm Sewer, Water Main, Paving, Street Lighting & Incidentals Improvement District No. BN-19-E	\$525,062.90	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046

District Designation	Aggregate Principal Amount	Levy Years (Inclusive)	Amounts and Payment Years
Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & Incidentals Improvement District No. BN-19-F	\$1,553,243.85	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Storm Sewer, Water Main, Paving, Street Lights & Incidentals Improvement District No. BN-19-J	\$765,728.04	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
PC Concrete Payment, Storm Sewer, Watermain, Sanitary Sewer, Lift Station, Sidewalk, Traffic Signals & Incidentals Improvement District No. BR-18-B	\$1,092,612.10	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Water Main Replacement, Street Reconstruction & Incidentals Improvement District No. BR-18-F	\$621,371.45	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Drain Improvements & Incidentals Improvement District No. DN-18-A	\$489,781.28	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Flood Mitigation, Street Reconstruction Improvement District No. FM-1484	\$94,470.00	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Storm Sewer Lift Station Improvement District No. NN-15-B	\$3,390,365.01	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Storm Sewer Lift Station, Storm Sewer & Incidentals Improvement District No. NN-18-A	\$1,239,871.01	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046

District Designation	Aggregate Principal Amount	Levy Years (Inclusive)	Amounts and Payment Years
Broadway Interceptor Wet Weather Improvement – Phase III Improvement District No. NR-17-B	\$278,469.22	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Storm Sewer Lift Station Modifications & Incidentals Improvement District No. NR-18-A	\$209,799.30	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
PC Concrete Paving, Concrete Curb and Gutter, Asphalt Pavement & Incidentals Improvement District No. PN-18-B	\$1,445,549.36	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Water Main, Storm Sewer & Incidentals Improvement District No. UN-18-C	\$1,826,382.42	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Seal Coat & Incidentals Improvement District No. PR-19-E	\$154,456.96	2020 through 2035	Equal Principal and Interest Payments in each of the years 2021 through 2036
Asphalt Mill & Overlay & Incidentals Improvement District No. PR-19-F	\$802,728.59	2020 through 2035	Equal Principal and Interest Payments in each of the years 2021 through 2036
Traffic Signal Improvements Improvement District No. TN-19-A	\$267,327.98	2020 through 2035	Equal Principal and Interest Payments in each of the years 2021 through 2036
Street Lighting & Incidentals Improvement District No. SL-19-B	\$893,257.68	2020 through 2030	Equal Principal and Interest Payments in each of the years 2021 through 2031

District Designation	Aggregate Principal Amount	Levy Years (Inclusive)	Amounts and Payment Years
Street Lighting & Incidentals Improvement District No. SL-19-E	\$156,789.01	2020 through 2030	Equal Principal and Interest Payments in each of the years 2021 through 2031
New Construction of City Order Sidewalks Improvement District No. SN-19-A	\$322,570.59	2020 through 2040	Equal Principal and Interest Payments in each of the years 2021 through 2041
Reconstruction of City Order Sidewalks Improvement District No. SR-19-A	\$259,379.62	2020 through 2040	Equal Principal and Interest Payments in each of the years 2021 through 2041

Attachment B

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

REFUNDING IMPROVEMENT BOND, SERIES 2020B

No. <u> </u>			\$[<u> </u>]
		DATE OF ORIGINAL ISSUE	
<u>INTEREST RATE</u>	<u>MATURITY</u>		<u>CUSIP</u>
[<u> </u>]%	May 1, 20[<u> </u>]	November 5, 2020	[<u> </u>]

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

KNOW ALL MEN BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "Issuer"), acknowledges itself to be indebted and for value received promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual rate specified above, payable on May 1 and November 1 in each year, commencing May 1, 2021 (each such date, an "Interest Payment Date") all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Payment Date. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft drawn by the City Auditor of the Issuer, who will serve as the Bond Registrar (the "Registrar")

This Bond is one of an issue designated the CITY OF FARGO REFUNDING IMPROVEMENT BONDS, SERIES 2020B (the "Bonds"), in the aggregate principal amount of \$[] all of like date and tenor except as to serial number, maturity date, interest rate, and redemption privilege, issued, pursuant to the Resolution adopted by the governing body of the Issuer for the purpose of refunding a like principal amount of valid outstanding special improvement warrants drawn on the funds of improvement districts heretofore duly created by the Issuer for the financing of the cost of local improvements in anticipation of the levy and collection of special assessments with respect

to the improvements, all pursuant to and in full conformity with the Constitution and laws of the State of North Dakota.

Bonds maturing on May 1 in the years 2021 through 2025 will not be subject to payment in advance of their respective stated maturity dates.

Bonds maturing on May 1 in the years 2026 through 2027 are subject to optional redemption on or after May 1, 2025 at a price of par plus accrued interest to the date of redemption.

Bonds maturing on May 1 in the years 2028 and 2029 will not be subject to payment in advance of their respective stated maturity dates; and

Bonds maturing on May 1 in the years 2030 through 2045 are subject to optional redemption on or after May 1, 2029 at a price of par plus accrued interest to the date of redemption.

In the event Bonds are to be called for optional redemption in part, the maturities and the Bonds within a maturity shall be selected by the Bond Registrar by lot or in such manner as the Bond Registrar shall determine. Not less than 20 days prior to the date specified for redemption and prepayment of any of the Bonds, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, the Paying Agent, and the registered owner of the Bond to be redeemed, in whole or in part, at the address shown on the registration books of the Registrar.

[The Bonds maturing May 1, 20[], shall be known as Term Bonds. The Term Bonds are subject to mandatory sinking fund redemption in part at a Redemption Price equal to 100% of the principal amount thereof, together with accrued interest to the Redemption Date on May 1 of the following years and in the following principal amounts:

Redemption Date (May 1)	Principal Amount
20[]	\$()
20[]*	()
<hr/> *Maturity]	

In the event a Bond is called for mandatory sinking fund redemption, the Bonds to be redeemed within a maturity shall be selected by the Bond Registrar by lot or in such manner as the Bond Registrar shall determine. Not less than 20 days prior to the date specified for redemption and prepayment of this Bond, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, the Paying Agent, and the registered owner of this Bond to be redeemed, in whole or in part, at the address shown on the registration books of the Registrar. If less than all Term Bonds of a single maturity of the same series are to be redeemed at the option of the Issuer, the Issuer may apply the principal amount to be redeemed to reduce the mandatory sinking fund redemption requirements in such the Term Bond to be redeemed in such year or years as it determines in its sole discretion.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the Bond Registrar, by the registered owner hereof in person or by its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the Issuer will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate, and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange. The Issuer and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the Issuer.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of this Bond have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Issuer has duly created the SERIES 2020B REFUNDING IMPROVEMENT BOND FUND as a separate and special fund and has appropriated thereto the improvement warrants refunded by the Bonds of this series, on which improvement warrant payments are required by law to be made as though none of such warrants had been refunded, and will use due diligence to collect said improvement warrants and the special assessments and any taxes necessary for their payment; the Issuer has reserved the right and privilege of issuing additional improvement warrants on the funds of said improvement districts, if and to the extent necessary to complete payment of the cost of the improvements, and the right and privilege of refunding such warrants by the issuance of additional series of Refunding Improvement Bonds, payable on a parity with the Bonds of this series, provided that the total amount of special assessments and taxes appropriated for payment of the cost of the improvements shall be not less than the total amount of warrants issued with respect thereto; that the governing body is required by law to levy a tax upon all the taxable property in the corporate limits of the Issuer, without limitation as to rate or amount, to meet any deficiency in any of said improvement district funds for the payment of all warrants drawn thereon, with interest; and that all collections of special assessments and taxes necessary for the payment of said improvement warrants are required by law to be credited to the Bond Fund and applied in payment of the principal of and interest on the Bonds of this series and any other series issued pursuant to the authority hereinbefore reserved; all as more fully stated in the Resolution; and that the issuance of this Bond has not caused the indebtedness of the Issuer to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF the City of Fargo, North Dakota, by its governing body, has caused this Bond to be executed in its behalf by the manual or facsimile signature of the Mayor and City Auditor, and has caused the certificate appearing on the following page to be executed by the manual or facsimile signatures of said officers.

CITY OF FARGO

Mayor

City Auditor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

CITY AUDITOR, as Bond Registrar

By: _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common	UTMA as Custodian for
	(Cust) (Minor)
TEN ENT --as tenants by the entireties under Uniform Transfers to Minors Act	
	(State)
JT TEN --as joint tenants with right of survivorship and not as tenants in common	

Other abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto
the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint
attorney to transfer the said Bond on the books kept for registration of the within Bond, with full
power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

PLEASE INSERT SOCIAL SECURITY
NUMBER OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE:

Signature Guaranteed:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Attachment C

CONTINUING DISCLOSURE CERTIFICATE

November [], 2020

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Fargo, North Dakota (the "Issuer") in connection with the Issuer's \$[PAR] REFUNDING IMPROVEMENT BONDS, SERIES 2020B (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the governing body of the Issuer on October 5, 2020 (the "Resolution"), and delivered to the respective Purchasers on the date hereof. The Issuer hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds in order to assist the Participating Underwriters within the meaning of SEC Rule 15c2-12(b)(5) (the "Rule") in complying with the Rule. This Disclosure Certificate constitutes the written undertaking and agreement of the Issuer for the benefit of the Owners of the Bonds as required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means the annual financial information (as defined in the Rule), including audited financial statements, to be provided to the MSRB in an electronic format prescribed by the MSRB pursuant to paragraph 5(i)(A) and (B) of the Rule, as described in Section 3 and 4 of this Disclosure Certificate.

"EMMA" means the Electronic Municipal Market Access system established by the MSRB with the support of the SEC, or any successor system, which can be accessed on the date hereof at www.emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). This term shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Financial Statements" means audited or, if unavailable, unaudited general purpose financial statements of the Issuer prepared in accordance with generally accepted accounting principles, as in effect from time to time or as required to be modified as a matter of law. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

"Fiscal Year" means the fiscal year of the Issuer.

"Final Official Statement" means the final official statement relating to the Bonds dated [], 2020, which constitutes the final official statement delivered in connection with the Bonds, which is available from the MSRB.

“Issuer” means the City of Fargo, North Dakota, which is the obligated person (as defined in the Rule) with respect to the Bonds.

“Material Event” means any of the events listed in paragraph 5(i)(C) and paragraph 5(i)(D) of the Rule, which are set forth in Section 5(a) and (d) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board on the date hereof located at 1300 I Street, Suite 1000, Washington, DC 20005.

“Owner” means the person in whose name a Bond is registered or a beneficial owner of such a Bond.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds (including the Purchaser) required to comply with the Rule in connection with the offering of the Bonds.

“Rule” means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

“SEC” means the Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information and Financial Statements.

(a) The Issuer shall, not later than 12 months after the end of each Fiscal Year, commencing with the year ending December 31, 2020, provide to the MSRB in an electronic format as prescribed by the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate and which shall include the CUSIP numbers for the all outstanding Bonds and such other identifying information as may be required from time to time by the Rule. The Annual Report shall be submitted to the MSRB at EMMA or as otherwise directed by the MSRB and may be submitted as a single document or as separate documents comprising a package, and may incorporate by specific reference information in documents available to the public on the MSRB’s internet website or filed with the SEC; provided that the Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable or fails to provide an Annual Report by the date required in subsection (a) to the MSRB, the Issuer shall provide a notice of such failure to the MSRB as set forth in Section 5(b) hereof.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the annual Financial Statements and annual financial information similar to that set forth in the following sections of the Final Official Statement:

- (1) Economic and Demographic Information.
- (2) Financial Summary.

- (3) City Indebtedness.
- (4) Outstanding Indebtedness.
- (5) Financial Information.
- (6) Property Valuation and Taxes.

Section 5. Reporting of Material Events.

(a) The Issuer shall provide to the MSRB in an electronic format prescribed by the MSRB notice of any of the following events with respect to the Bonds in a timely manner not in excess of ten (10) business days after the occurrence of the event, which notice shall be submitted to the MSRB at EMMA, or as otherwise directed by the MSRB:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modification to rights of security holders, if material;
- (8) Bond Calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If the Issuer determines that it has failed to give notice of a Material Event as set forth above or to file the Annual Report in a timely fashion as required herein, the Issuer shall promptly file a notice of such occurrence to the MSRB in an electronic format prescribed by the MSRB, which notice shall be submitted to the MSRB at EMMA or as otherwise directed by the MSRB.

Section 6. Reporting Generally. The Issuer shall file its Annual Report, each notice of a Material Event, and each notice required by subsection (b) of Sections 3 and 5 of this Disclosure Certificate with the CUSIP numbers for all outstanding Bonds specified and such other identifying information as may be required from time to time by the Rule or by the MSRB. Each such item shall be submitted to the MSRB at EMMA, or as otherwise directed by the Rule or the MSRB, in an electronic format prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all the Bonds.

Section 8. Agent. The Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 9. Amendment: Waiver. Notwithstanding any other provision of this Disclosure Certificate and without consent of the Owners of the Bonds, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver (i) is required by an amendment of the Rule by the SEC or procedures relating to the Rule by the MSRB, (ii) is to clarify an ambiguity or error, or (iii) does not provide for undertakings which violate the Rule or procedures of the MSRB then in effect or eliminates undertakings then required by the Rule or otherwise required by the SEC or the MSRB with respect to the Rule, which may be evidenced by a written opinion of legal counsel selected by the Issuer to the effect that such amendment or waiver would not, in and of itself, violate the Rule, requires undertakings which would violate the Rule or eliminates undertakings required by the Rule. If the Issuer determines that any such amendment or waiver materially changes the information provided to the MSRB or the timing of the information to be provided and that such information has not otherwise been provided to the MSRB in an Annual Report or Material Event filing, it shall provide the MSRB notice of such amendments as additional information pursuant to Section 9 hereof.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from providing any other information to the public, using the means of filing with the MSRB as set forth in this Disclosure Certificate or any other means of communication. Such information may include any other information in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information and may state in the disclosure that it does not intend to update such information.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Bonds and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriters and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, I have executed this Disclosure Certificate in my official capacity on behalf of the City of Fargo, North Dakota as of the date first written above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Steven Sprague
City Auditor

RESOLUTION SELLING, ESTABLISHING TERMS AND DIRECTING ISSUANCE OF
DEFINITIVE IMPROVEMENT WARRANTS ON THE FUNDS OF CERTAIN
IMPROVEMENT DISTRICTS, AND PROVIDING FOR AND APPROPRIATING SPECIAL
ASSESSMENTS FOR THE SUPPORT AND MAINTENANCE OF SAID FUNDS

BE IT RESOLVED by the City Commission (the "Commission") of the City of Fargo, Cass County, North Dakota (the "Issuer") as follows:

1. Findings. It is hereby found, determined, and declared that the Issuer has heretofore duly created the improvement districts as set forth in **Attachment A** hereto, which is incorporated herein (the "Improvement Districts"), and has ordered, received, and approved plans and specifications, and estimates of the cost, for the construction of the improvements in said Improvement Districts (the "Improvements"); that the governing body determined the necessity of constructing the Improvements; that the Improvements have been petitioned by the owners or that insufficient protests to the project were filed in accordance with State of North Dakota (the "State") law; that contracts for construction of the Improvements have been duly awarded and executed; that the contracts and contractors' bonds have been and are hereby approved; that the Issuer possesses and has power to exercise through this governing body full and exclusive jurisdiction over all streets and places wherein said improvements are located; that the total cost of said Improvements in excess of any other funds on hand and appropriated for the payment of such cost including reimbursing other funds of the Issuer for any amounts temporarily advanced to meet immediate expenses of the Improvements less prepayments actually received and to be used to pay the cost of said Improvements is now estimated to be approximately the amount set forth in **Attachment A** hereto, which is incorporated herein; that to pay the total cost of said Improvements, the Issuer has sold improvement warrants in the principal amount of \$[PAR]; that the total benefits to all lots, tracts, and parcels of land liable to be specially assessed for benefits resulting from the Improvements in said Improvement Districts will be substantially in excess of the cost of said Improvements to be assessed against said properties as herein provided; and that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen, and to be performed preliminary to the issuance and sale of warrants to provide moneys to pay for said Improvements (the "Warrants") have been done, do exist, have happened, and have been performed in regular and due form and in the time and manner as so required. Each Warrant is payable from and secured by a special fund of the Issuer created with respect to an Improvement District and the special assessments levied within such Improvement District for the Improvements relating to such district.

2. Issuance and Sale of Warrants. In order to pay the Issuer's portion of the cost of the Improvements (including the retirement of any temporary warrants heretofore issued for such cost), it is necessary and expedient for the Issuer at this time to borrow money by the issuance of improvement warrants to be drawn upon the respective funds (the "Funds") of the Districts, created pursuant to Section 4, in the aggregate principal amount of \$[PAR] (the "Warrants"). Bids for the purchase of the Warrants, to be immediately refunded by the issuance of \$[PAR] Refunding Improvement Bonds, Series 2020B (the "Bonds") of the Issuer, have been solicited by Baker Tilly Municipal Advisors, LLC, the Issuer's municipal advisor, pursuant to an Official Terms of Offering and an Official Statement for the sale of the Warrants and Bonds, and the Commission has publicly considered all sealed bids presented in conformity therewith. It is hereby determined that the best bid for the purchase of the Warrants and Bonds is the bid received from [Purchaser],

in [City, State] (the "Purchaser"), said bid being to purchase the Warrants and Bonds in a principal amount of \$[PAR] at a price of \$[_____], and upon the further terms set forth herein. The Mayor and City Auditor are hereby authorized and directed on behalf of the Issuer to execute a contract with the Purchaser for the sale of the Bonds.

3. Interest Rate; Payment Dates and Installment of Principal. In anticipation of the collection of the special assessments and of any taxes as set forth in Sections 5 and 8 hereof, the Issuer shall issue and deliver a definitive improvement warrant on the fund of each District in the respective principal amounts set forth in Exhibit A. The warrants shall be dated as of November 5, 2020, and shall bear interest at the rates set forth in Exhibit A, payable on May 1 and November 1 in each year, commencing May 1, 2021, but no interest coupons shall be attached thereto. One or more warrants shall be issued for each District, payable in annual installments of principal, with interest, on May 1 in the respective years and in the amounts specified for each of said years, as provided in Exhibit A hereto.

4. Creation and Uses of Funds and Accounts There is hereby created a special fund of the Issuer for each Improvement District (the "Special Funds," each a "Special Fund"), which Special Funds shall be held and administered by the City Auditor separate and apart from all other funds of the Issuer and each Special Fund shall be continued and maintained as directed in this resolution until all Warrants issued thereon shall have been fully paid with interest. In each such Special Fund there shall be maintained two separate accounts to be designated as the "Construction Account" and "Principal and Interest Account," respectively.

(a) There shall be credited to the Construction Account in each Special Fund the proceeds of the sale of the Warrants issued against such Special Fund except the accrued interest and except any amounts necessary to reimburse other funds of the Issuer for temporary advances made for the Improvements. All costs and expenses of making said Improvements, including interest coming due during construction, shall be paid from time to time as incurred and allowed from said Construction Account, upon Construction Account warrants signed by the Mayor and City Auditor, or in their absence, the Deputy Mayor and/or the Deputy City Clerk, and moneys in said Account shall be used for no other purpose, provided that if upon completion of the Improvements and approval thereof by the Engineer for the Issuer, and payment of all claims and expenses in respect to said Improvement, there shall remain any unexpended balance in said Construction Account, such balance shall be transferred to the respective Principal and Interest Account and handled and accounted for in the same manner as other moneys in that account.

(b) There shall be credited to the Principal and Interest Account in each Special Fund the accrued interest, if any, on the Warrant drawn on said fund from the date of the Warrant to the date of delivery thereof to the Purchaser, the entire amount of special assessments and any taxes to be levied with respect to that improvement as herein set forth, to the extent necessary to pay principal and interest on Warrants payable therefrom, and any balance remaining in the Construction Account after completion of said Improvement. While a Warrant remains outstanding, moneys in the Principal and Interest Account therefor shall be used only for payment of the principal of and interest on the Warrants drawn against said fund to the extent such payments become due.

(c) The Issuer covenants and agrees with the holders from time to time of the Issuer's refunding improvement bonds, which are payable from, and secured by, the Warrants and the interest on which is excluded from gross income for federal tax purposes (the "Bonds"), that it will not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended, and regulations, amended regulations, and proposed regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

5. Special Assessments. With respect to the Improvement Districts, the Issuer covenants and agrees with all holders of Warrants that it will do and perform as soon as may be possible, in accordance with law, all acts and things necessary for the final and valid levy of special assessments against properties within the Improvement Districts benefited by the Improvements, in an aggregate amount equal to the total cost of the Improvement to the Issuer, except any portion, not exceeding one-fifth of the cost of the improvement and not exceeding any applicable constitutional or statutory debt limit, as the Issuer may determine to pay by the levy of *ad valorem* taxes upon all taxable property within its corporate limits.

In the event that the special assessment should at any time be held invalid with respect to any lot or tract of land, due to any error, defect or irregularity in any action or proceeding taken or to be taken by the Issuer or by the governing body or by any officers or employees, either in the making of the special assessment or in the performance of any condition precedent thereto, the Issuer and this governing body covenant and agree that they will forthwith do all such further acts and take all such further proceedings as may be required by law to make such special assessment a valid and binding lien upon such lot or tract.

The installments of special assessments from time to time remaining unpaid shall bear interest at the applicable rate, not exceeding seventy-five hundredths of a percentage point (0.75%) above the true interest cost (TIC) annual interest rate on bonds issued on special improvement districts, said special assessments to be levied in equal annual installments of principal, together with the interest to accrue thereon, as set forth in **Attachment A** hereto.

6. Form of Warrant. The Warrants shall be reproduced in substantially the form set forth in **Attachment B** hereto and incorporated herein.

7. Execution and Delivery. Each Warrant shall be prepared for execution under the direction of the City Auditor and shall be executed on behalf of the Issuer by the signature of the Mayor, countersigned by the City Auditor and sealed with the official seal of the Issuer. When executed, the warrants shall be delivered by the City Auditor to the Purchaser thereof upon payment of the purchase price agreed upon, and the Purchaser shall not be obligated to see to the application of the purchase price.

The Mayor, the City Auditor, and other officers of the Issuer are also hereby authorized to execute and deliver any such additional certificates, showings, agreements, or documents necessary or otherwise appropriate in connection with the issuance of the Warrants and the transactions contemplated thereby.

In the event of the absence or unavailability of the Mayor, the City Auditor, or other appropriate officer of the Issuer, the Warrants and the other documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the Issuer to act on behalf of the Mayor, the City Auditor, or other officer of the Issuer in such circumstances, including, without limitation, the Deputy Mayor and the Deputy City Auditor, as the case may be.

In case any officer signing documents authorized to be executed and delivered by this resolution shall cease to be such officer before or after the delivery of any such document, such signature, nevertheless, shall be valid and remain sufficient for all purposes as if such officer had remained in office until such delivery or later applicable time.

8. Covenant as to Tax Levy. With respect to each Special Fund, the Issuer hereby recognizes its obligation with respect to the Warrants drawn against the Funds, as set forth in § 40-26-08, North Dakota Century Code, as amended, and covenants that whenever all special assessments, utility revenues and taxes, if any, appropriated and theretofore collected for the related Improvement are insufficient to pay principal of or interest then due on the applicable Warrant, the governing body of the Issuer shall thereupon levy a tax upon all taxable property in the corporate limits of the Issuer for the payment of such deficiency, provided that if said Warrant has been exchanged for refunding improvement bonds pursuant to the provisions of Chapter 40-27, North Dakota Century Code, such deficiency tax may be made payable in the years and amounts required to pay the principal of and interest on such refunding improvement bonds as the same become due. Nothing herein contained shall be deemed to limit the power of the Issuer and this governing body under the provisions of said § 40-26-08, as amended, to levy a general tax in anticipation of a deficiency considered likely to occur in said Special Fund within one year, and it is hereby declared to be the policy of the Issuer that the governing body will annually review the current requirements and resources of each Special Fund, at the time of the preparation of and hearing on the budget, in accordance with the provisions of Chapter 40-40, North Dakota Century Code, to the end that provisions may be made in each annual budget for any deficiency in said applicable Funds which is deemed likely to occur within the then next succeeding year. Any taxes levied in accordance with the provisions of this paragraph in payment of a deficiency, or in anticipation of a deficiency, shall be paid upon collection into the Principal and Interest Account of the Special Fund and applied as provided in paragraph 2(b) hereof.

9. Refunding. With respect to the Special Funds, the Issuer reserves the right and privilege of refunding any warrants drawn against any of the Special Funds and refunding improvement bonds payable from such warrants which are past due, or which are redeemable at the option of the Issuer, or to the redemption or exchange of which the holder thereof shall have consented, and for the payment of which Warrants moneys are not at the time available in said fund, by issuing new warrants pursuant to the provisions of § 40-27-06, North Dakota Century Code. Such refunding warrant shall be payable from the applicable Special Fund on a parity with the Warrant previously issued as to interest charges, provided, however, that the principal maturities of such refunding warrant shall be subsequent to the maturities of all Warrants payable from such Special Fund and then outstanding, except the warrants so refunded.

With respect to the Special Funds, the Issuer also reserves the right to issue additional warrants and refunding improvement bonds for the payment of the cost of the improvement in said

districts if the actual cost of said improvement should be greater than has been estimated, such additional warrants to be payable from said fund on a parity with other warrants drawn on said funds.

10. Certification of Proceedings. The officers of this Issuer and the County Auditor of Cass County are authorized and directed to prepare and furnish to the purchaser of said warrants and to Dorsey & Whitney LLP, Bond Counsel to the Issuer, certified copies of all ordinances, resolutions, affidavits or other instruments relating to the establishment and construction of said improvement and the operation and maintenance thereof, and the levy of special assessments and taxes therefore or the issuance of said improvement warrants, which may be necessary or proper to show the validity or marketability of said warrants, and all instruments and transcripts so furnished, constitute representations of the Issuer as to the correctness of the facts as stated or recited therein.

Mayor

Attest:

City Auditor

COMMISSIONER _____ introduced the preceding resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS _____.

The following were absent and not voting:

_____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted this 5th day of October, 2020.

Attachment A

**LIST OF IMPROVEMENT DISTRICTS WITH ESTIMATED PRINCIPAL AMOUNTS,
LEVY YEARS, AMOUNTS, AND PAYMENT YEARS FOR EACH**

District Designation	Aggregate Principal Amount	Levy Years (Inclusive)	Amounts and Payment Years
PC Concrete Alley Paving & Incidentals Improvement District No. AN-19-G	\$289,964.54	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incidentals Improvement District No. BN-18-F	\$2,344,314.70	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Grading, Salvaged Base, PC Concrete Pavement, Hot Mix Asphalt, Storm Drain, Street Lighting, Traffic Signals, Pavement Marking, Shared Use Path, Sidewalk, Bridge, Water Main & Incidentals Improvement District No. BN-19-A	\$10,633,239.60	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals Improvement District No. BN-19-B	\$929,708.55	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & Incidentals Improvement District No. BN-19-C	\$816,110.15	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Storm Sewer, Water Main, Paving, Street Lighting & Incidentals Improvement District No. BN-19-E	\$525,062.90	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046

District Designation	Aggregate Principal Amount	Levy Years (Inclusive)	Amounts and Payment Years
Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & Incidentals Improvement District No. BN-19-F	\$1,553,243.85	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Storm Sewer, Water Main, Paving, Street Lights & Incidentals Improvement District No. BN-19-J	\$765,728.04	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
PC Concrete Payment, Storm Sewer, Watermain, Sanitary Sewer, Lift Station, Sidewalk, Traffic Signals & Incidentals Improvement District No. BR-18-B	\$1,092,612.10	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Water Main Replacement, Street Reconstruction & Incidentals Improvement District No. BR-18-F	\$621,371.45	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Drain Improvements & Incidentals Improvement District No. DN-18-A	\$489,781.28	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Flood Mitigation, Street Reconstruction Improvement District No. FM-1484	\$94,470.00	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Storm Sewer Lift Station Improvement District No. NN-15-B	\$3,390,365.01	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Storm Sewer Lift Station, Storm Sewer & Incidentals Improvement District No. NN-18-A	\$1,239,871.01	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046

District Designation	Aggregate Principal Amount	Levy Years (Inclusive)	Amounts and Payment Years
Broadway Interceptor Wet Weather Improvement – Phase III Improvement District No. NR-17-B	\$278,469.22	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Storm Sewer Lift Station Modifications & Incidentals Improvement District No. NR-18-A	\$209,799.30	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
PC Concrete Paving, Concrete Curb and Gutter, Asphalt Pavement & Incidentals Improvement District No. PN-18-B	\$1,445,549.36	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Sanitary Sewer, Water Main, Storm Sewer & Incidentals Improvement District No. UN-18-C	\$1,826,382.42	2020 through 2045	Equal Principal and Interest Payments in each of the years 2021 through 2046
Seal Coat & Incidentals Improvement District No. PR-19-E	\$154,456.96	2020 through 2035	Equal Principal and Interest Payments in each of the years 2021 through 2036
Asphalt Mill & Overlay & Incidentals Improvement District No. PR-19-F	\$802,728.59	2020 through 2035	Equal Principal and Interest Payments in each of the years 2021 through 2036
Traffic Signal Improvements Improvement District No. TN-19-A	\$267,327.98	2020 through 2035	Equal Principal and Interest Payments in each of the years 2021 through 2036
Street Lighting & Incidentals Improvement District No. SL-19-B	\$893,257.68	2020 through 2030	Equal Principal and Interest Payments in each of the years 2021 through 2031

District Designation	Aggregate Principal Amount	Levy Years (Inclusive)	Amounts and Payment Years
Street Lighting & Incidentals Improvement District No. SL-19-E	\$156,789.01	2020 through 2030	Equal Principal and Interest Payments in each of the years 2021 through 2031
New Construction of City Order Sidewalks Improvement District No. SN-19-A	\$322,570.59	2020 through 2040	Equal Principal and Interest Payments in each of the years 2021 through 2041
Reconstruction of City Order Sidewalks Improvement District No. SR-19-A	\$259,379.62	2020 through 2040	Equal Principal and Interest Payments in each of the years 2021 through 2041

Attachment B

FORM OF WARRANT

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

IMPROVEMENT WARRANT, SERIES 2020B
IMPROVEMENT DISTRICT NO. _____

R-[]

INTEREST RATE

[] %

DATE OF ORIGINAL ISSUE

_____, 2020

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota, (the "Issuer") acknowledges itself to be specially indebted and for value received promises to pay to the registered owner specified above or registered assigns, the principal amount of \$_____ in annual installments on May 1 in each of the years 20_ through 20_ but only from its _____ Fund, with interest thereon from the date hereof at the annual rate specified above, such interest payable on May 1 and November 1 in each year, commencing May 1, 2021, to the holder of record on the close of the 15th day (whether or not a business day) of the immediately preceding month. Both principal and interest are payable at the office of the City Auditor of the Issuer, in Fargo, North Dakota, in any coin or currency of the United States of America which on the respective dates of payment is legal tender for public and private debts.

This warrant is issued for the purpose of financing a portion of the cost of a necessary improvement benefiting the above-named District of the Issuer, and is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota thereunto enabling, including Chapters 40-22 to 40-28 and Chapter 40-49 of the North Dakota Century Code, and amendatory and supplemental laws, and in anticipation of the collection of special assessments levied or to be levied and collected to pay for said improvement, which moneys are to be appropriated to the account and fund referred to above.

This warrant is subject to redemption and prepayment at the option of the Issuer at any time, at a price equal to the principal amount hereof and accrued interest, for the sole purpose of refunding the entire issue by the issuance of refunding improvement bonds of the Issuer pursuant to Chapter 40-27, North Dakota Century Code.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed preliminary to and in the valid issuance of this warrant have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that this warrant is duly issued to pay costs incurred and to be incurred in the making of a necessary improvement of special benefit to the above-named Improvement District, in anticipation of the collection of special assessments to be duly levied upon properties within said district, and of taxes to the extent determined by the governing body, which are irrevocably appropriated to the fund of the district in amounts sufficient to pay when due the principal of and interest on all warrants drawn thereon; that if the fund should at any time be insufficient to pay principal or interest due, the Issuer is also required by law to levy a tax upon all of the taxable property within its corporate limits for the payment of such deficiency, without limitation of rate or amount; and that the issuance of this warrant did not cause the special or general indebtedness of the Issuer to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF the City of Fargo, North Dakota, by its governing body has caused this warrant to be executed in its behalf by the signature of the Mayor and countersigned by the City Auditor, and sealed with its official seal.

Mayor

Countersigned:

City Auditor

(S E A L)

REGISTRATION

The City of Fargo, North Dakota, has registered the ownership of the within warrant, and of the interest payable thereon, on the books of the City maintained by its City Auditor at Fargo, North Dakota, in the name of the following owner:

City of Fargo, in trust for the owners of its Refunding Improvement Bonds, Series 2020B.

Dated as of the ____ day of October, 2020.

City Auditor

CERTIFICATE

STATE OF NORTH DAKOTA)
) SS.
COUNTY OF CASS)

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that the preceding resolution attached hereto is a full, true, and correct copy of the RESOLUTION SELLING, ESTABLISHING TERMS AND DIRECTING ISSUANCE OF DEFINITIVE IMPROVEMENT WARRANTS ON THE FUNDS OF CERTAIN IMPROVEMENT DISTRICTS, AND PROVIDING FOR AND APPROPRIATING SPECIAL ASSESSMENTS FOR THE SUPPORT AND MAINTENANCE OF SAID FUNDS adopted by the governing body of the City of Fargo at the meeting held on October 5, 2020, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this ____ day of October, 2020.

City Auditor

(S E A L)

4843-8561-9401\5

**RESOLUTION DIRECTING THE ISSUANCE OF TAXABLE REFUNDING
IMPROVEMENT REFUNDING BONDS, SERIES 2020C, PRESCRIBING THE TERMS AND
COVENANTS THEREOF, AND CREATING A FUND FOR THE PAYMENT THEREOF**

WHEREAS, the City Commission (the "Commission"), of the City of Fargo, Cass County, North Dakota (the "Issuer") hereby directs the issuance and sale of its Taxable Refunding Improvement Refunding Bonds, Series 2020C (the "Bonds"), to be used, together with any other funds of the Issuer which may be required, to refund in a crossover refunding the following bonds:

(a) the 2023 through 2037 maturities of the Refunding Improvement Bonds, Series 2011C, dated, as originally issued, as of December 15, 2011 (the "Series 2011C Bonds") and redeem on May 1, 2022 (the "Series 2011C Crossover Date");

(b) the 2022 through 2026 maturities of the Refunding Improvement Bonds, Series 2012A, dated, as originally issued, as of April 26, 2012 (the "Series 2012A Bonds") and redeem on May 1, 2021 (the "Series 2012A Crossover Date"),

(c) the 2025 through 2039 maturities of the Refunding Improvement and Refunding Bonds, Series 2014D, dated, as originally issued, as of June 25, 2014 (the "Series 2014D Bonds") and redeem on May 1, 2022 (the "Series 2014D Crossover Date"); and

(d) the 2026 through 2039 maturities of the Refunding Improvement Bonds, Series 2014F, dated, as originally issued, as of December 22, 2014 (the "Series 2014F Bonds," and together with the Series 2011C Bonds, the Series 2012A Bonds, and the Series 2014D Bonds, the "Refunded Bonds") and redeem on May 1, 2023 (the "Series 2014F Crossover Date," and together with the Series 2011C Crossover Date, the Series 2012A Crossover Date and the Series 2014D Crossover Date, the "Crossover Dates");

WHEREAS, the Issuer is authorized by North Dakota Century Code Chapter 40-27 (the "Act") to issue such Bonds;

WHEREAS, the Bonds will be payable solely from certain escrow account earnings described herein, the special improvement warrants delivered in connection with the Refunded Bonds (the "Warrants") and the payments thereon, including the special assessments levied for the improvements financed by the Warrants (the "Improvements"); and

WHEREAS, the Warrants related to each series of Refunded Bonds are pledged to payment of the Refunded Bonds through the applicable Crossover Date (or such later date to the extent a portion of a series of bonds secured thereby and not refunded with proceeds of the Bonds remains outstanding after the Crossover Date) and will remain on deposit in the Refunding Improvement Bond Funds established for the respective Refunded Bonds through such date;

WHEREAS, pursuant to North Dakota Century Code Section 40-26-08, whenever all special assessments for an improvement are insufficient to pay principal or interest then due on the warrants related thereto, the Issuer shall levy a tax upon all of the taxable property in the Issuer for the payment of such deficiency.

BE IT RESOLVED by the Commission of the Issuer, as follows:

1. Findings. It is hereby found, determined, and declared that the Warrants held in the special funds for each of the Refunded Bonds were duly and legally authorized under authority of and in accordance with the provisions of Title 40 of the North Dakota Century Code, as amended; that all acts, conditions, and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen, and to be performed precedent to the issuance of the Bonds hereinafter described have been done, do exist, have happened, and have been performed in due form, time and manner as so required; and that the issuance of the Bonds is necessary and expedient and for the best interest of the Issuer and its inhabitants, taxpayers, and the owners of property liable to be assessed for said Improvements.

2. Sale of Bonds; Award. Pursuant to the Official Terms of Offering and Official Statement prepared on behalf of the Issuer by Baker Tilly Municipal Advisors, LLC, St. Paul, Minnesota, sealed proposals for the purchase of the CITY OF FARGO TAXABLE REFUNDING IMPROVEMENT REFUNDING BONDS, SERIES 2020C (the "Bonds") were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered, and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of [Purchaser], of [City, State], (the "Purchaser"), to purchase the Bonds in a principal amount of \$[] at a price of \$[]. The sale of the Bonds is hereby awarded to the Purchaser, and the Mayor and City Auditor are hereby authorized and directed to execute a contract on behalf of the Issuer for the sale of the Bonds in accordance with the terms of offering and the Official Statement. The good faith deposit of the Purchaser shall be retained and deposited by the Issuer until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement

3. Form of Bonds. The Bonds shall be in substantially the form attached as **Attachment A** hereto.

4. Terms, Execution and Delivery.

(a) Maturities and Interest Rates. The Bonds shall be dated originally as of November 5, 2020, shall be in the denomination of \$5,000 each or any integral multiple thereof, of single maturities, shall mature on May 1 in the years and amounts stated below, and shall bear interest from date of original issue until paid or duly called for redemption at the respective annual rates stated opposite their maturity years:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		
2027			2037		
2028			2038		
2029			2039		
2030					
2031					

(b) The Bonds shall be issuable only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof shall be payable by check or draft issued by the Registrar described herein; provided that, so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 13 hereof, principal and interest shall be payable in accordance with the operational arrangements of the securities depository.

(c) Dates and Interest Payment Dates. Each Bond shall bear a date of original issue as of the date on which the Bonds are delivered to the Purchaser. Upon initial delivery of the Bonds pursuant to Section 8 and upon any subsequent transfer or exchange pursuant to Section 5, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. Interest on the Bonds shall be payable on each May 1 and November 1, commencing November 1, 2021, each such date being referred to herein as an Interest Payment Date, to the persons in whose names the Bonds are registered on the Bond Register, as hereinafter defined, at the Registrar's close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date, whether or not such day is a business day.

(d) Redemption. The Issuer may elect on May 1, 2030, and on any day thereafter, to redeem Series 2020C Bonds due on or after May 1, 2031.

[The Bonds maturing May 1, 20[]], shall be known as Term Bonds. The Term Bonds are subject to mandatory sinking fund redemption in part at a Redemption Price equal to 100% of the principal amount thereof, together with accrued interest to the Redemption Date on May 1 of the following years and in the following principal amounts:

<u>Redemption</u> <u>(May 1)</u>	<u>Date</u>	<u>Principal</u> <u>Amount</u>
20[]		\$[]
20[]*		[]

*Maturity]

In the event any Bond is called for redemption prior to maturity, the Issuer will cause a notice of redemption to be sent to the Bond Registrar, Paying Agent and the registered owners of the Bonds called for redemption at least twenty (20) days before the date specified for redemption at the address shown on the registration books of the Bond Registrar. Within ten (10) days before the thirtieth (30th) day prior to any specified redemption date, if less than all Bonds of a single maturity are to be redeemed the Bond Registrar will select for redemption (by lot or in such manner as the Bond Registrar may determine) from all outstanding Bonds of the applicable maturity a principal amount of such Bonds equal to the aggregate principal amount of such Bonds to be redeemed, and will call such Bonds or portions thereof for redemption on such redemption date; provided that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof and that in selecting Bonds for redemption, the Bond Registrar shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If less than all Bonds are to be optionally redeemed, the maturity or maturities of the Bonds to be redeemed shall selected by the Issuer.

(f) Initial Registrar. Books for the registration and for the transfer of the Bonds as provided in this Resolution shall be kept by the City Auditor of the Issuer, which is hereby appointed the Bond Registrar, Transfer Agent and Paying Agent (the "Registrar").

5. Transfer and Exchange. The Bonds are transferable upon the books of the Issuer at the principal office of the Bond Registrar by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Bonds of the same series of other authorized denominations. Upon such transfer or exchange the Issuer will cause a new Bond or Bonds of the same series to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Bonds shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Bonds.

The Issuer and the Bond Registrar may deem and treat the person in whose name any Bond is registered as the absolute owner thereof, whether the Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

6. Bonds Mutilated, Destroyed, Lost, or Stolen. If any Bond shall become mutilated or be destroyed, lost, or stolen, the Issuer in its discretion may execute and upon its request, the Bond Registrar shall authenticate and deliver a new Bond of the same series in exchange for the mutilated Bond or in lieu of and substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the applicant shall furnish to the Issuer and to the Bond Registrar in a form satisfactory to both (i) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the applicant's Bond and of the ownership thereof and (ii) in the case of any destroyed, lost, or stolen Bond, such security or indemnity as may be required by them to save each of them harmless from all risks, however remote. The Bond Registrar may authenticate any Bond issued upon such exchange or substitution and deliver such Bond upon the request of the Issuer may

require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Issuer or the Bond Registrar.

If any Bond that has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, instead of issuing a Bond in exchange or substitution therefor, the Issuer may pay or authorize the payment of such Bond (without surrender thereof except in the case of a mutilated Bond) if the applicant for such payment shall furnish to the Issuer and to the Bond Registrar evidence to the satisfaction of the Issuer and the Bond Registrar of the mutilation, destruction, loss, or theft of such Bond and the ownership thereof and, in the case of any destroyed, lost, or stolen Bond, such security or indemnity as they may require to save them harmless from all risks.

Every Bond issued pursuant to the provisions of this Section in exchange or substitution for any Bond of the same series that is mutilated, destroyed, lost, or stolen shall constitute an additional contractual obligation of the Issuer, whether or not the destroyed, lost, or stolen Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits hereof equally and proportionately with any and all other Bonds. All Bonds shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the respect to the replacement or payment mutilated, destroyed, lost, or stolen Bonds, and shall preclude any and all other rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

7. Cancellation and Disposition of Bonds. All mutilated Bonds, all Bonds surrendered for exchange or transfer, all Bonds that have been paid at maturity or upon prior redemption, and all Bonds surrendered to the Issuer for cancellation shall be canceled by the Bond Registrar.

8. Execution, Authentication and Delivery. The Bonds shall be prepared under the direction of the City Auditor and shall be executed and authenticated on behalf of the Issuer by the signatures of the Mayor and the City Auditor. All signatures may be printed, lithographed or engraved facsimiles of the original. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared and executed, the Issuer shall deliver the same to the Purchaser in exchange for the purchase price thereof.

In the event of the absence or unavailability of the Mayor, the City Auditor, or other appropriate officer of the Issuer, the Bonds and the other documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the Issuer to act on behalf of the Mayor, the City Auditor, or other officer

of the Issuer in such circumstances, including, without limitation, the Deputy Mayor and the Deputy City Auditor, as the case may be.

9. Escrow Account. Certain proceeds of the Bonds will be irrevocably appropriated for the payment of interest on the Bonds to, and the payment and redemption of the remaining principal amount of the Refunded Bonds on, the applicable Crossover Date. The City Auditor is hereby authorized and directed, simultaneously with the delivery of the Bonds, to deposit the proceeds thereof, to the extent described above, in an escrow account created under an Escrow Agreement between the Issuer and U.S. Bank National Association (the "Escrow Agent"). The Mayor and City Auditor are authorized and directed to execute and deliver the Escrow Agreement. The City Auditor shall give, or cause such Escrow Agent to give notice of the redemption of the Refunded Bonds in accordance with the resolution under which the Refunded Bonds were issued. The Escrow Agent is hereby authorized and directed to call the Refunded Bonds for redemption and prepayment on the applicable Crossover Date and to give notice of redemption in accordance with the provisions of the Escrow Agreement.

10. Establishment of Bond Fund. There shall be and is hereby created a special fund to be maintained by the City Auditor separate and apart from all other funds of the Issuer, to be designated as the SERIES 2020C TAXABLE REFUNDING IMPROVEMENT REFUNDING BOND FUND (herein referred to as the "Bond Fund"). To the Bond Fund shall be credited:

- (a) any amount initially deposited therein from proceeds of the Bonds;
- (b) all receipts of principal and interest on the investments held in the Escrow Account established in Section 9 to and including the applicable Crossover Date (other than amounts received from maturing investments on a Crossover Date to be used to redeem the Refunded Bonds called for redemption on such date);
- (c) from and after a Crossover Date (or such later date to the extent a portion of a series of bonds secured thereby and not refunded with proceeds of the Bonds remains outstanding after the Crossover Date), all improvement Warrants originally held in the applicable Refunded Bonds sinking fund and all special assessments and ad valorem taxes pledged to their payment; and
- (d) any other funds appropriated by the Council for the payment of the Bonds.

11. Covenants. The Issuer hereby covenants and agrees with the holders from time to time of the Bonds issued pursuant hereto:

- (a) That it will use due diligence to collect all amounts due on the Warrants and to levy and collect the special assessments appropriated for their payment.
- (b) That it will preserve and enforce for the benefit of the holders from time to time of the Bonds all of the rights, powers, and privileges reserved, to the holders of the Warrants, and all of the covenants of the Issuer as provided in the resolution authorizing the issuance of the improvement Warrants.
- (c) That at the time and in the manner prescribed by § 40-26-08, North Dakota Century Code, as amended, this governing body will levy general taxes on all taxable property in the

corporate limits of the Issuer for the payment of any deficiency in any special fund and will cause the proceeds thereof to be applied in payment of the principal of and interest on the then unpaid Warrants drawn on said special fund, provided that the Issuer reserves the right to levy taxes in the manner and to the extent permitted by law for payment and discharge of any deficiency in said special funds prior to the date upon which it may become obligatory to levy such deficiency taxes, and the amounts thereof shall be credited against the levies which the Issuer might otherwise have been obligated to make.

(d) That in the event the moneys in the Bond Fund should at any time be insufficient to meet all payments of principal and interest then due on the Bonds, said moneys shall be first used to pay the interest accrued on all outstanding Bonds, and the balance shall be applied in payment of the principal of said Bonds in order of their maturity dates, earliest maturities first, Bonds bearing the same maturity dates being paid pro rata. The Issuer reserves the right and privilege of refunding any of such matured Bonds for the payment of which moneys are not at the time available by issuing new bonds payable from said Bond Fund, which bonds shall be on a parity with those theretofore issued as to interest charges thereon, but the maturity thereof shall be subsequent to the maturity of all Bonds payable from said fund and then outstanding, provided that no holder of Bonds herein authorized to be issued shall be obligated to accept any such bond in exchange for any of such matured Bond.

12. Payment and Discharge; Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to all or a portion of the Bonds which are due on any date by depositing with the Paying Agent on or before that date a sum sufficient for the payment of the principal thereof, and interest accruing thereon to such duty in full. If any Bond shall not have been paid when due, the same may nevertheless be discharged by depositing with the Paying Agent a sum sufficient for the payment of the principal thereof in full with interest accrued thereon from the date to which interest has been paid to the date of such deposit and payment to the owners thereof. The Issuer may also discharge its obligations with respect to all or a portion of the Bonds, by depositing with the paying agent on or before that date an amount equal to the principal, interest and redemption premium, if any, which are due on the maturity date, or earlier redemption date selected by the Issuer, provided that notice of such redemption has been duly given as provided herein. The Issuer may also at any time discharge its obligations with respect to all or a portion of the Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank or financial institution qualified by law as an escrow agent for this purpose, cash or securities which are general obligations of the United States or securities of United States agencies which are authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be sufficient to pay all principal, interest, and redemption premium to become due thereon to maturity or the date of earlier redemption selected by the Issuer. If less than all of the Bonds are to be discharged pursuant to this paragraph, the maturity date, the mandatory sinking fund redemption requirement with respect to Term Bonds, and series may be selected by the Issuer in its sole discretion.

13. Authentication of Transcript. The officers of the Issuer are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records relating to the Bonds and such other affidavits,

certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds, as the same appear from the books and records in their custody and control or as otherwise known to them, and all such certified copies, affidavits and certificates, including any heretofore furnished, shall be deemed representations of the Issuer as to the correctness of all statements contained therein.

14. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the sender agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the Issuer shall be affected by any notice to the contrary. Neither the Registrar nor the Issuer shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC’s Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer’s obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC

shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the Issuer may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Issuer is hereby confirmed and ratified.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates. Any successor depository must be both a "clearing corporation" as defined in North Dakota Century Code, Section 41-08-02 and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended.

15. Continuing Disclosure. The City Auditor is hereby authorized to execute, on behalf of the Issuer, the Continuing Disclosure Certificate in a form substantially similar to that attached as **Attachment B** hereto, which is hereby incorporated herein and made a part hereof.

16. Official Statement. The form of Official Statement relating to the Bond prepared and distributed on behalf of the Issuer by Baker Tilly Municipal Advisors, LLC, is hereby approved, and the officers of the Issuer are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency thereof.

Mayor

Attest:

City Auditor

COMMISSIONER _____ introduced the following resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS _____.

The following were absent and not voting: _____,
and the following voted against the same: _____,
whereupon the resolution was declared duly passed and adopted.

CERTIFICATE

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that the preceding resolution attached hereto is a full, true, and correct copy of the RESOLUTION DIRECTING THE ISSUANCE OF TAXABLE REFUNDING IMPROVEMENT REFUNDING BONDS, SERIES 2020C, PRESCRIBING THE TERMS AND COVENANTS THEREOF, AND CREATING A FUND FOR THE PAYMENT THEREOF adopted by the governing body of the City of Fargo at the meeting held on October 5, 2020, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this _____ day of October, 2020.

City Auditor

(S E A L)

Attachment A**FORM OF BONDS**

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
COUNTY OF CASS

CITY OF FARGO

TAXABLE REFUNDING IMPROVEMENT REFUNDING BOND, SERIES 2020C

No. _____ \$[_____]

		DATE OF ORIGINAL ISSUE	
<u>INTEREST RATE</u>	<u>MATURITY</u>		<u>CUSIP</u>
[_____]%	May 1, 20[____]	November 5, 2020	[_____]

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: [_____] THOUSAND DOLLARS

KNOW ALL BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "Issuer"), acknowledges itself to be indebted and for value received promises to pay to the registered owner named above, or registered assigns, the principal amount specified above on the maturity date specified above and promises to pay interest thereon from the date of original issue specified above or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, at the annual rate specified above, payable on May 1 and November 1 in each year, commencing November 1, 2021 (each such date, an "Interest Payment Date") all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond before maturity. The interest so payable on any Interest Payment Date shall be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the calendar month next preceding such Interest Payment Date. Interest hereon shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft drawn by the City Auditor of the Issuer, who will serve as the Bond Registrar (the "Registrar")

This Bond is one of an issue designated the CITY OF FARGO TAXABLE REFUNDING IMPROVEMENT REFUNDING BONDS, SERIES 2020C (the "Bonds"), in the aggregate principal amount of \$[PAR] all of like date and tenor except as to serial number, maturity date, interest rate, and redemption privilege, issued, pursuant to the Resolution adopted by the governing body of the Issuer, to provide funds to refund certain outstanding refunding improvement bonds of the Issuer (the "Refunded Bonds"), all pursuant to and in full conformity with the Constitution and laws of the State of North Dakota.

Bonds maturing on May 1 in the years 2022 through 2030 will not be subject to payment in advance of their respective stated maturity dates.

Bonds maturing on May 1 in 2031 and later years are subject to optional redemption on or after May 1, 2030, at a price of par plus accrued interest to the date of redemption.

In the event Bonds are to be called for optional redemption in part, the maturities and the Bonds within a maturity shall be selected by the Bond Registrar by lot or in such manner as the Bond Registrar shall determine. Not less than 20 days prior to the date specified for redemption and prepayment of any of the Bonds, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, the Paying Agent, and the registered owner of the Bond to be redeemed, in whole or in part, at the address shown on the registration books of the Registrar.

[The Bonds maturing May 1, 20[___], shall be known as Term Bonds. The Term Bonds are subject to mandatory sinking fund redemption in part at a Redemption Price equal to 100% of the principal amount thereof, together with accrued interest to the redemption date on May 1 of the following years and in the following principal amounts:

Redemption Date	Principal
<u>(May 1)</u>	<u>Amount</u>

*Maturity]

In the event a Bond is called for mandatory sinking fund redemption, the Bonds to be redeemed within a maturity shall be selected by the Bond Registrar by lot or in such manner as the Bond Registrar shall determine. Not less than 20 days prior to the date specified for redemption and prepayment of this Bond, the Issuer will cause notice of the call thereof to be sent by mail to the Bond Registrar, the Paying Agent, and the registered owner of this Bond to be redeemed, in whole or in part, at the address shown on the registration books of the Registrar. If less than all Term Bonds of a single maturity of the same series are to be redeemed at the option of the Issuer, the Issuer may apply the principal amount to be redeemed to reduce the mandatory sinking fund redemption requirements in such the Term Bond to be redeemed in such year or years as it determines in its sole discretion.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the Bond Registrar, by the registered owner hereof in person or by its attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the Issuer will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate, and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange. The Issuer and the Bond Registrar may deem and treat the person in whose

name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the Issuer nor the Bond Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the Issuer.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of this Bond have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Issuer has duly created the SERIES 2020C TAXABLE REFUNDING IMPROVEMENT REFUNDING BOND FUND as a separate and special fund and has appropriated thereto certain escrow fund earnings, and, from and after the applicable redemption date of a series of the the Refunded Bonds (or such later date to the extent a portion of a series of bonds secured thereby and not refunded with proceeds of the Bonds remains outstanding after said redemption date), the improvement warrants drawn on the funds of certain improvement districts and the special assessments and taxes, if any, levied with respect to the improvements financed by such Refunded Bonds; that the governing body is required by law to levy a tax upon all the taxable property in the corporate limits of the Issuer, without limitation as to rate or amount, to meet any deficiency in any of said improvement district funds for the payment of all warrants drawn thereon, with interest; and that all collections of special assessments and taxes necessary for the payment of said improvement warrants are required by law to be credited to the Bond Fund and applied in payment of the principal of and interest on the Bonds of this series and any other series issued pursuant to the authority hereinbefore reserved; all as more fully stated in the Resolution; and that the issuance of this Bond has not caused the indebtedness of the Issuer to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF the City of Fargo, North Dakota, by its governing body, has caused this Bond to be executed in its behalf by the manual or facsimile signature of the Mayor and City Auditor, and has caused the certificate appearing on the following page to be executed by the manual or facsimile signatures of said officers.

CITY OF FARGO

Mayor

City Auditor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

Date of Authentication: _____

CITY AUDITOR, as Bond Registrar

By: _____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM --as tenants in common UTMA as Custodian for
 (Cust) (Minor)

TEN ENT --as tenants by the entireties under Uniform Transfers to Minors Act
(State)

JT TEN --as joint tenants with right of survivorship and not as tenants in common

Other abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto
the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint
attorney to transfer the said Bond on the books kept for registration of the within Bond, with full
power of substitution in the premises.

Dated: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

PLEASE INSERT SOCIAL SECURITY
NUMBER OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE:

Signature Guaranteed:

Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Attachment B

CONTINUING DISCLOSURE CERTIFICATE

November 5, 2020

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Fargo, North Dakota (the "Issuer") in connection with the Issuer's \$[PAR] TAXABLE REFUNDING IMPROVEMENT REFUNDING BONDS, SERIES 2020C (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the governing body of the Issuer on October 5, 2020 (the "Resolution"), and delivered to the respective Purchasers on the date hereof. The Issuer hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Owners of the Bonds in order to assist the Participating Underwriters within the meaning of SEC Rule 15c2-12(b)(5) (the "Rule") in complying with the Rule. This Disclosure Certificate constitutes the written undertaking and agreement of the Issuer for the benefit of the Owners of the Bonds as required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means the annual financial information (as defined in the Rule), including audited financial statements, to be provided to the MSRB in an electronic format prescribed by the MSRB pursuant to paragraph 5(i)(A) and (B) of the Rule, as described in Section 3 and 4 of this Disclosure Certificate.

"EMMA" means the Electronic Municipal Market Access system established by the MSRB with the support of the SEC, or any successor system, which can be accessed on the date hereof at www.emma.msrb.org.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). This term shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Financial Statements" means audited or, if unavailable, unaudited general purpose financial statements of the Issuer prepared in accordance with generally accepted accounting principles, as in effect from time to time or as required to be modified as a matter of law. If unaudited financial statements are provided, audited financial statements will be provided when and if available.

"Fiscal Year" means the fiscal year of the Issuer.

"Final Official Statement" means the final official statement relating to the Bonds dated [____], 2020, which constitutes the final official statement delivered in connection with the Bonds, which is available from the MSRB.

“Issuer” means the City of Fargo, North Dakota, which is the obligated person (as defined in the Rule) with respect to the Bonds.

“Material Event” means any of the events listed in paragraph 5(i)(C) and paragraph 5(i)(D) of the Rule, which are set forth in Section 5(a) and (d) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board on the date hereof located at 1300 I Street, Suite 1000, Washington, DC 20005.

“Owner” means the person in whose name a Bond is registered or a beneficial owner of such a Bond.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds (including the Purchaser) required to comply with the Rule in connection with the offering of the Bonds.

“Rule” means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the SEC.

“SEC” means the Securities and Exchange Commission.

Section 3. Provision of Annual Financial Information and Financial Statements.

(a) The Issuer shall, not later than 12 months after the end of each Fiscal Year, commencing with the year ending December 30, 2020, provide to the MSRB in an electronic format as prescribed by the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate and which shall include the CUSIP numbers for the all outstanding Bonds and such other identifying information as may be required from time to time by the Rule. The Annual Report shall be submitted to the MSRB at EMMA or as otherwise directed by the MSRB and may be submitted as a single document or as separate documents comprising a package, and may incorporate by specific reference information in documents available to the public on the MSRB’s internet website or filed with the SEC; provided that the Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report.

(b) If the Issuer is unable or fails to provide an Annual Report by the date required in subsection (a) to the MSRB, the Issuer shall provide a notice of such failure to the MSRB as set forth in Section 5(b) hereof.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the annual Financial Statements and annual financial information similar to that set forth in the following sections of the Final Official Statement:

- (1) Economic and Demographic Information.
- (2) Financial Summary.

- (3) City Indebtedness.
- (4) Outstanding Indebtedness.
- (5) Financial Information.
- (6) Property Valuation and Taxes.

Section 5. Reporting of Material Events.

(a) The Issuer shall provide to the MSRB in an electronic format prescribed by the MSRB notice of any of the following events with respect to the Bonds in a timely manner not in excess of ten (10) business days after the occurrence of the event, which notice shall be submitted to the MSRB at EMMA, or as otherwise directed by the MSRB:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modification to rights of security holders, if material;
- (8) Bond Calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the obligated person;
- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) If the Issuer determines that it has failed to give notice of a Material Event as set forth above or to file the Annual Report in a timely fashion as required herein, the Issuer shall promptly file a notice of such occurrence to the MSRB in an electronic format prescribed by the MSRB, which notice shall be submitted to the MSRB at EMMA or as otherwise directed by the MSRB.

Section 6. Reporting Generally. The Issuer shall file its Annual Report, each notice of a Material Event, and each notice required by subsection (b) of Sections 3 and 5 of this Disclosure Certificate with the CUSIP numbers for all outstanding Bonds specified and such other identifying information as may be required from time to time by the Rule or by the MSRB. Each such item shall be submitted to the MSRB at EMMA, or as otherwise directed by the Rule or the MSRB, in an electronic format prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption, or payment in full of all the Bonds.

Section 8. Agent. The Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent.

Section 9. Amendment: Waiver. Notwithstanding any other provision of this Disclosure Certificate and without consent of the Owners of the Bonds, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver (i) is required by an amendment of the Rule by the SEC or procedures relating to the Rule by the MSRB, (ii) is to clarify an ambiguity or error, or (iii) does not provide for undertakings which violate the Rule or procedures of the MSRB then in effect or eliminates undertakings then required by the Rule or otherwise required by the SEC or the MSRB with respect to the Rule, which may be evidenced by a written opinion of legal counsel selected by the Issuer to the effect that such amendment or waiver would not, in and of itself, violate the Rule, requires undertakings which would violate the Rule or eliminates undertakings required by the Rule. If the Issuer determines that any such amendment or waiver materially changes the information provided to the MSRB or the timing of the information to be provided and that such information has not otherwise been provided to the MSRB in an Annual Report or Material Event filing, it shall provide the MSRB notice of such amendments as additional information pursuant to Section 9 hereof.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from providing any other information to the public, using the means of filing with the MSRB as set forth in this Disclosure Certificate or any other means of communication. Such information may include any other information in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information and may state in the disclosure that it does not intend to update such information.

Section 11. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Bonds and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Participating Underwriters and Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, I have executed this Disclosure Certificate in my official capacity on behalf of the City of Fargo, North Dakota as of the date first written above.

CITY OF FARGO, NORTH DAKOTA

By: _____
Steven Sprague
City Auditor



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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR *[Signature]*

DATE: SEPTEMBER 30, 2020

SUBJECT: RENEWAL PLAN FOR RIVERFRONT AND TIF DISTRICT

The Finance Committee is recommending the creation of a Tax Increment Financing (TIF) District to pay public costs to implement adopted downtown plans in the area adjacent to the river. Activities could include:

- Fargo Housing: High Rise Demolition and Housing Replacement
- Mid-America Steel Site Demolition
- Performing Arts Center
- Civic Center Plaza
- Skyway Connection to City Hall
- Civic Center Parking Ramp Addition
- Pedestrian Bridge over 2nd Street – Local Share

The general boundary of the TIF District would be:

- North: Great Northern RR Line
- West: 4th Street
- South: 6th Avenue South
- East: Red River

Conditions within the area include blighted conditions such as the Mid-America Steel site. There are also vacant buildings and land, surface parking, public spaces and industrial uses. There are many opportunities for redevelopment within this area that would implement downtown plans; however, public improvements are needed to encourage private sector redevelopment.

The steps for a City-initiated TIF District such as this includes:

- City Commission directs the preparation of the renewal plan.
- City staff prepares a plan for future development.
- Notices mailed and published as required.
- Public hearings.
- City Commission decision on the plan and TIF District.

There are many needs for public improvements in this area. If the City Commission wants to proceed with the creation of a TIF District, I would suggest an informal meeting or meetings to set the priorities and a schedule for implementation.

Recommended Motion

Direct City staff to prepare a Renewal Plan and TIF District for the area in the downtown adjacent to the Red River.

**Office of the City Attorney****City Attorney**
Erik R. Johnson**Assistant City Attorney**
Nancy J. Morris

October 1, 2020

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102**RE: Draft ordinances establishing a “mask mandate” – with penalty and without penalty**

Dear Commissioners,

At your direction, I have prepared two alternative ordinances establishing a COVID-19 “mask mandate”—one without any penalty for violation and one that includes a civil fine for violation (as a placeholder, I inserted a \$100 fine). In other words, the “with penalty” violation is structured not as a crime but as a civil violation, much the same as are minor traffic violations. The two proposed ordinances are enclosed for your review—and for your receipt and filing as stated in the suggested motion below.

Other than the insertion of the penalty, the two versions of the ordinance are virtually identical (an enclosed “comparison document” highlights the language differences, for ease of reference and comparison). Please bear in mind that should the Commission wish to move forward, now or sometime in the future, with actual approval and enactment of an ordinance that includes a penalty for violation, I believe it would be valuable, if not necessary, to obtain additional input before it the ordinance would be ready for actual enactment—input that hasn’t been possible in the short two weeks since you requested these drafts to be prepared. For example, both the Health Department and Police Department, and the new Chief, should be consulted regarding an ordinance that would be enacted and enforced by judicial process and penalty. Subject to such further input, please note that I have taken the liberty to insert some provisions regarding the “penalty version” for your consideration, namely, that “[f]irst-time violators of this ordinance shall receive a verbal or written warning...” and that “[v]iolators of this ordinance under 18 years of age shall only receive a verbal or written warning.”

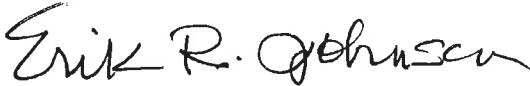
The following suggested motion is presented with the assumption that the City Commission will opt to not immediately move either of these draft ordinances forward for 1st reading—the suggested motion below only provides for “receipt and filing” of the two drafts. If that is the action taken by the City Commission, then the matter of scheduling the ordinance for a “first reading” will need to be taken by the Commission at a future meeting.

SUGGESTED MOTION: I move to receive and file the two versions of the “mask mandate” ordinance as presented by the City Attorney, recognizing that neither version



will be placed on a future agenda for first reading until further action by the City Commission is taken.

Sincerely,


Erik R. Johnson *E.R.*

Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING ARTICLE 10-13
OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE
RELATING TO FACE COVERINGS AND SOCIAL DISTANCING TO REDUCE RISK OF
TRANSMISSION OF COVID-19 VIRUS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the city shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the board of city commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

Section 1. Enactment.

Sections 10-1301 and 10-1302 of Article 10-13 of Chapter 10 of the Fargo Municipal Code is hereby enacted as follows:

ARTICLE 10-13
COVID-19 --FACE-COVERING REQUIRED

10-1301. Definitions. – For purposes of this article, the following definitions shall apply:

- a. Face covering shall mean a paper or cloth face mask that covers the nose and mouth completely, and includes a paper or disposable face mask, a cloth face mask, a scarf, a bandanna, a neck gaiter, or a religious face covering. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks or masks with openings, holes, visible gaps in the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

b. “Business” and “businesses” are broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, and state, county, and local governments.

c. “Social distancing” means individuals keeping at least six (6) feet of distance from other individuals who are not members of their household.

d. “Household” means a group of individuals who share the same living unit.

10-1302. COVID-19-Face Covering Required. -- For purposes of reducing the risk of the communication and transmission of the COVID-19 virus, every person shall, within the city of Fargo, wear a face covering over the mouth and nose in all indoor environments where they are exposed to non-household members and where social distancing of six (6) feet or more cannot be assured and in all outdoor settings where there is exposure to non-household members, unless there exists ample space of six (6) feet or more to practice social distancing. The following shall be exempt from wearing a face covering:

a. Persons younger than 10 years of age, although parents and guardians are encouraged to have such younger children wear face coverings when and where appropriate;

b. Persons with a medical condition or disability that prevents wearing a face covering;

c. Persons performing job duties where a six (6) feet distance is not achievable, but a mask is inhibitory to the ability to safely and effectively perform the job duty;

d. Persons participating in athletic activities where a six (6) feet distance is not achievable, but a mask is inhibitory to the activity;

e. Persons actively consuming food or drink;

f. Persons driving a motor vehicle alone or with passengers from the driver's household;

g. Persons receiving services that require access to the face for security, surveillance, or other purposes may temporarily remove a face covering while receiving those services;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 h. Persons voting, assisting voters, serving as poll watchers, or actively performing election
administration duties; however, face coverings are strongly encouraged;
- 2 i. Persons engaged in religious worship activities; however, face coverings are
3 strongly encouraged;
- 4 i. Persons giving a speech or performance for broadcast or to an audience; however,
5 those persons shall safely distance from nearby individuals.

6 This ordinance shall not prohibit law enforcement officers or local officials from enforcing trespassing
7 laws or other applicable laws in removing violators at the request of businesses or other property owners.

8 Section 2. Effective Date.

9 This ordinance shall be in full force and effect from and after its passage and approval.

10 Section 3. Term, Termination and Sunset Date.

11 This ordinance, including Sections 10-1301 and 10-1302, shall expire on the 31st day of
12 December, 2021, shall thereafter shall be of no further force or effect and shall be deemed
13 thereafter to be automatically repealed unless it is extended by enactment of an ordinance
14 amending this ordinance or extending the term hereof.

15 _____
16 Timothy J. Mahoney, Mayor

17 (SEAL)

18 Attest:

19 First Reading:
20 Second Reading:
21 Final Passage:

22 _____
23 Steven Sprague, City Auditor

MASK MANDATE ORD – “WITH PENALTY CLAUSE”

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING ARTICLE 10-13
OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE
RELATING TO FACE COVERINGS AND SOCIAL DISTANCING TO REDUCE RISK OF
TRANSMISSION OF COVID-19 VIRUS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the city shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the board of city commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

Section 1. Enactment.

Sections 10-1301, 10-1302 and 10-1303 of Article 10-13 of Chapter 10 of the Fargo Municipal Code are hereby enacted as follows:

ARTICLE 10-13
COVID-19 --FACE-COVERING REQUIRED

10-1301. Definitions. – For purposes of this article, the following definitions shall apply:

- a. Face covering shall mean a paper or cloth face mask that covers the nose and mouth completely, and includes a paper or disposable face mask, a cloth face mask, a scarf, a bandanna, a neck gaiter, or a religious face covering. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks or masks with openings, holes, visible gaps in the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

b. “Business” and “businesses” are broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, and state, county, and local governments.

c. “Social distancing” means individuals keeping at least six (6) feet of distance from other individuals who are not members of their household.

d. “Household” means a group of individuals who share the same living unit.

10-1302. COVID-19-Face Covering Required. – For purposes of reducing the risk of the communication and transmission of the COVID-19 virus, every person shall, within the city of Fargo, wear a face covering over the mouth and nose in all indoor environments where they are exposed to non-household members and where social distancing of six (6) feet or more cannot be assured and in all outdoor settings where there is exposure to non-household members, unless there exists ample space of six (6) feet or more to practice social distancing. The following shall be exempt from wearing a face covering:

- a. Persons younger than 10 years of age, although parents and guardians are encouraged to have such younger children wear face coverings when and where appropriate;
- b. Persons with a medical condition or disability that prevents wearing a face covering;
- c. Persons performing job duties where a six (6) feet distance is not achievable, but a mask is inhibitory to the ability to safely and effectively perform the job duty;
- d. Persons participating in athletic activities where a six (6) feet distance is not achievable, but a mask is inhibitory to the activity;
- e. Persons actively consuming food or drink;
- f. Persons driving a motor vehicle alone or with passengers from the driver's household;
- g. Persons receiving services that require access to the face for security, surveillance, or other purposes may temporarily remove a face covering while receiving those services;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 h. Persons voting, assisting voters, serving as poll watchers, or actively performing election
administration duties; however, face coverings are strongly encouraged;
- 2 i. Persons engaged in religious worship activities; however, face coverings are
3 strongly encouraged;
- 4 i. Persons giving a speech or performance for broadcast or to an audience; however,
5 those persons shall safely distance from nearby individuals.

6 This ordinance shall not prohibit law enforcement officers or local officials from enforcing trespassing
laws or other applicable laws in removing violators at the request of businesses or other property owners.

7 10-1303. Penalty for violation. -- A person who violates this article shall be deemed to have
8 committed a non-criminal offense and shall pay a fee of \$100.00 as provided in Section 1-0305.C
of the Fargo Municipal Code. First-time violators of this article shall receive a verbal or
9 written warning. Violators of this article under 18 years of age shall only receive a verbal or
written warning.

10 Section 2. Penalty.

11 A person who violates this ordinance shall be deemed to have committed a non-criminal
12 offense and shall pay a fee of \$100.00 as provided in Section 1-0305.C of the Fargo Municipal Code.
13 First-time violators of this ordinance shall receive a verbal or written warning. Violators of this
ordinance under 18 years of age shall only receive a verbal or written warning.

14 Section 3. Effective Date.

15 This ordinance shall be in full force and effect from and after its passage, approval and
16 publication.

17 Section 4. Term, Termination and Sunset Date.

18 This ordinance, including Sections 10-1301 and 10-1302, shall expire on the 31st day of
19 December, 2021, shall thereafter shall be of no further force or effect and shall be deemed
20 thereafter to be automatically repealed unless it is extended by enactment of an ordinance
amending this ordinance or extending the term hereof; provided, however, that such automatic
21 termination and repeal shall not be deemed to have been repealed for purposes of any pending civil
or criminal judicial proceedings initiated prior to said termination date.

MASK MANDATE ORD – “WITH PENALTY CLAUSE”

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, Mayor

First Reading:
Second Reading:
Final Passage:
Publication:

MASK MANDATE ORD – “~~NO~~WITH PENALTY CLAUSE”

AN ORDINANCE ENACTING ARTICLE 10-13
OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE
RELATING TO FACE COVERINGS AND SOCIAL DISTANCING TO REDUCE RISK OF
TRANSMISSION OF COVID-19 VIRUS

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code; and

WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the city shall have the right to implement home rule powers by ordinance; and

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purpose; and

WHEREAS, the board of city commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance;

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

Section 1. Enactment.

Sections 10-1301, 10-1302 and ~~10-1302~~1303 of Article 10-13 of Chapter 10 of the Fargo Municipal Code ~~is~~are hereby enacted as follows:

ARTICLE 10-13
COVID-19 --FACE-COVERING REQUIRED

10-1301. Definitions. – For purposes of this article, the following definitions shall apply:

- a. Face covering shall mean a paper or cloth face mask that covers the nose and mouth completely, and includes a paper or disposable face mask, a cloth face mask, a scarf, a bandanna, a neck gaiter, or a religious face covering. Masks that incorporate a valve designed to facilitate easy exhaling, mesh masks or masks with openings, holes, visible gaps in the

MASK MANDATE ORD – “~~NO~~WITH PENALTY CLAUSE”

design or material, or vents are not sufficient face coverings because they allow exhaled droplets to be released into the air.

- b. “Business” and “businesses” are broadly defined to include entities that employ or engage workers, including private-sector entities, public-sector entities, non-profit entities, and state, county, and local governments.
- c. “Social distancing” means individuals keeping at least six (6) feet of distance from other individuals who are not members of their household.
- d. “Household” means a group of individuals who share the same living unit.

10-1302. COVID-19-Face Covering Required. — For purposes of reducing the risk of the communication and transmission of the COVID-19 virus, every person shall, within the city of Fargo, wear a face covering over the mouth and nose in all indoor environments where they are exposed to non-household members and where social distancing of six (6) feet or more cannot be assured and in all outdoor settings where there is exposure to non-household members, unless there exists ample space of six (6) feet or more to practice social distancing. The following shall be exempt from wearing a face covering:

- a. Persons younger than 10 years of age, although parents and guardians are encouraged to have such younger children wear face coverings when and where appropriate;
- b. Persons with a medical condition or disability that prevents wearing a face covering;
- c. Persons performing job duties where a six (6) feet distance is not achievable, but a mask is inhibitory to the ability to safely and effectively perform the job duty;
- d. Persons participating in athletic activities where a six (6) feet distance is not achievable, but a mask is inhibitory to the activity;
- e. Persons actively consuming food or drink;
- f. Persons driving a motor vehicle alone or with passengers from the driver's household;
- g. Persons receiving services that require access to the face for security, surveillance, or other purposes may temporarily remove a face covering while receiving those services;

MASK MANDATE ORD – “~~NO~~WITH PENALTY CLAUSE”

- h. Persons voting, assisting voters, serving as poll watchers, or actively performing election administration duties; however, face coverings are strongly encouraged;
- i. Persons engaged in religious worship activities; however, face coverings are strongly encouraged;
- i. Persons giving a speech or performance for broadcast or to an audience; however, those persons shall safely distance from nearby individuals.

This ordinance shall not prohibit law enforcement officers or local officials from enforcing trespassing laws or other applicable laws in removing violators at the request of businesses or other property owners.

~~10-1303. Penalty for violation. -- A person who violates this article shall be deemed to have committed a non-criminal offense and shall pay a fee of \$100.00 as provided in Section 1-0305.C of the Fargo Municipal Code. First-time violators of this article shall receive a verbal or written warning. Violators of this article under 18 years of age shall only receive a verbal or written warning.~~

Section 2. Penalty.

~~A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay a fee of \$100.00 as provided in Section 1-0305.C of the Fargo Municipal Code. First-time violators of this ordinance shall receive a verbal or written warning. Violators of this ordinance under 18 years of age shall only receive a verbal or written warning.~~

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its passage and approval.

Section 34. Term, Termination and Sunset Date.

This ordinance, including Sections 10-1301 and 10-1302, shall expire on the 31st day of December, 2021, shall thereafter shall be of no further force or effect and shall be deemed thereafter to be automatically repealed unless it is extended by enactment of an ordinance amending this ordinance or extending the term hereof; provided, however, that such automatic

MASK MANDATE ORD – “~~NO~~WITH PENALTY CLAUSE”

termination and repeal shall not be deemed to have been repealed for purposes of any pending civil or criminal judicial proceedings initiated prior to said termination date.

(SEAL)

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



September 10, 2020

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2812 27 St S as submitted by Harry A Ohrt RLT. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$200 with the City of Fargo's share being \$35.

Sincerely,

A handwritten signature in cursive script that reads "Mike Splonskowski".

Mike Splonskowski
City Assessor

bsb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	HARRY A OHRT RL T		Phone No.	735 7078
2. Address of Property	2812 27 ST S			
City	FARGO	State	ND	Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	PT LT 8 BLK 3 BLUEMONT LAKES 1ST ADDN			
4. Parcel Number	01-0170-01156-000	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>	Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	SAME			
City		State		Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	REPLACE SIDING
	Replace deck
7. Building Permit No.	2007-0907-SIDG
8. Year Built	1985
9. Date of Commencement of making the improvement	August
10. Estimated market value of property before improvement	\$ 315,300
11. Cost of making the improvement (all labor, material and overhead) \$	16056.00
12. Estimated market value of property after improvement	\$

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>H A Ohrt</u> Date <u>Sept 7 2020</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):
Assessor's Signature _____ Date _____

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____



September 10, 2020

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2816 27 St S as submitted by Muriel & Joseph Richardson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$200 with the City of Fargo's share being \$35.

Sincerely,

A handwritten signature in cursive script that reads "Mike Splonskowski".

Mike Splonskowski
City Assessor

bsb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	MURIEL & JOSEPH RICHARDSON			Phone No.	721-388-3266
2. Address of Property	2816 27 ST S				
City	FARGO	State	ND	Zip Code	58103
3. Legal description of the property for which the exemption is being claimed.	PT LTS 7 & 8 BLK 3 BLUEMONT LAKES 1ST ADDN				
4. Parcel Number	01-0170-01152-000	Residential	<input checked="" type="checkbox"/>	Commercial	<input type="checkbox"/>
		Central Business District	<input type="checkbox"/>		
5. Mailing Address of Property Owner	SAME				
City		State		Zip Code	

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	REPLACE SIDING	
7. Building Permit No.	2007-0909-SIDG	8. Year Built
		1985
9. Date of Commencement of making the improvement	8/1/2020	
10. Estimated market value of property before improvement	\$ 298,500	
11. Cost of making the improvement (all labor, material and overhead)	\$ 13,423.50	
12. Estimated market value of property after improvement	\$	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	Date 9-10-2020

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):
Assessor's Signature _____ Date _____

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT



September 22, 2020

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1625 29 Ave S as submitted by Kamie Beeson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2021, 2022 & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$135 with the City of Fargo's share being \$25.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Mike Splonskowski', located below the word 'Sincerely,'.

Mike Splonskowski
City Assessor

bsb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	KAMIE BEESON			Phone No.	
2. Address of Property	1625 29 AVE S				
City	FARGO	State	ND	Zip Code	58103
3. Legal description of the property for which the exemption is being claimed.	LT 15 BLK C THE MEADOWS ADDN				
4. Parcel Number	01-1910-00550-000	Residential	<input checked="" type="checkbox"/>	Commercial	<input type="checkbox"/>
		Central Business District	<input type="checkbox"/>		
5. Mailing Address of Property Owner	SAME				
City		State		Zip Code	

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	RESIDE DWELLING	
7. Building Permit No.	2004-0305-SIDG	8. Year Built
		1988
9. Date of Commencement of making the improvement	4-14-2020	
10. Estimated market value of property before improvement	\$218,400 \$208,000	
11. Cost of making the improvement (all labor, material and overhead) \$	\$16,800	
12. Estimated market value of property after improvement	\$216,000	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>Kamie A. Beeson</u> Date <u>9/14/2020</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):
Assessor's Signature _____ Date _____

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____



44d

September 10, 2020

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3114 Bohnet Blvd N as submitted by Curtis & Peggy Christopherson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2021, 2022, 2023, 2024 & 2025.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$675 with the City of Fargo's share being \$115.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mike Splonskowski".

Mike Splonskowski
City Assessor

bsb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	<u>Curtis & Peggy Christopherson</u>	Phone No.	<u>701-540-3008</u>
2. Address of Property	<u>3114 Bohnet Blvd N</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lt 14, Blk 2, Edgewood Farms</u>		
4. Parcel Number	<u>01-0735-00220-000</u>	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	<u>Same</u>		
City		State	Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Remodel kitchen, bath, install new windows, replace siding & replace deck with patio</u>		
7. Building Permit No.	<u>19080247</u>	8. Year Built	<u>1980</u>
9. Date of Commencement of making the improvement	<u>August 2019</u>		
10. Estimated market value of property before improvement	<u>\$ 282,500</u>		
11. Cost of making the improvement (all labor, material and overhead)	<u>\$ 210,000</u>		
12. Estimated market value of property after improvement	<u>\$</u>		

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>Curtis & Peggy Christopherson</u> Date <u>10-20-2020</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):
Assessor's Signature _____ Date _____

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied <input type="checkbox"/> Approved <input type="checkbox"/>
Approval subject to the following conditions:
Chairman of Governing Body _____ Date _____

September 30, 2020

45

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Flood Project Update and Acquisition Update

Honorable Commissioners:

With the end of another construction season quickly approaching, staff has been looking forward and preparing for what flood mitigation projects are planned to be constructed next summer. Therefore, we would like to provide a quick flood project update at your October 5th Commission meeting. We will briefly discuss completed projects and the status of remaining projects, including acquisitions.

One specific project we will discuss within the presentation is the Harwood Drive, Hackberry Drive and River Drive Flood Mitigation Project (COF #FM-15-F). Previously, the City Commission approved Resolution of Necessity's on March 27, 2017 for the remaining properties within this Project. Negotiations with these property owners have been ongoing since that action with the hopes that an agreement can be reached. To date, staff has been unsuccessful in acquiring the remaining properties necessary for this Project. We are continuing to negotiate with the remaining property owners but in the event these negotiations remain unsuccessful, the City may need to move forward with the previously approved Resolution of Necessity's for legal action to complete the acquisitions.

We look forward to providing this update and the discussion that will be had on these important projects.

Respectfully,



Nathan Boerboom
Division Engineer

45a

September 30, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Recommended Alignments for Oak Grove Neighborhood
Project #FM-19-F

Honorable Commissioners:

At this past winter's February 10th City Commission meeting, you authorized City staff to move forward on final design of the flood mitigation projects located within the Riverwood, Royal Oak, Woodcrest and Elm Circle neighborhoods. As you will recall, these projects are necessary in order to allow for the safe passage of 37-feet thru town on a 100-year flood event once the Fargo-Moorhead Area Diversion project is completed. At the time of that meeting, City staff was still working on the development of the recommended alignment in the Oak Grove neighborhood, as well as getting the necessary approval from the Diversion Authority for a budget adjustment on this project in the overall Diversion Authority financial plan.

Since then, we have worked with the affected property owners, including the Oak Grove Lutheran School and Fargo Park District, to finalize the flood mitigation project within this neighborhood, and would like to present the recommended alignment to your October 5th Commission meeting. At this meeting, Staff and Houston Engineering will provide a short presentation identifying the recommended alignment, proposed improvements, and the affected properties.

RECOMMENDED MOTION:

Authorize Engineering to complete the final design on the recommended alignment, as shown, and to complete the necessary partial property acquisitions presented for Project #FM-19-F, which are required to allow safe passage of 37-feet thru town on a 100-year flood event with the Fargo-Moorhead Area Diversion project in place.

Respectfully,



Nathan Boerboom
Division Engineer

Attachment

